

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On November 9, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

Motion for Order Under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004
Authorizing Delphi Medical Systems Texas Corporation to Enter Into
Amendment to Manufacturing Agreement Terminating Supply Operations To Its
Sole Customer and [Proposed] Order Under 11 U.S.C. § 363(b) and Fed. R.
Bankr. P. 6004 Authorizing Delphi Medical Systems Texas Corporation to Enter
Into Amendment to Manufacturing Agreement Terminating Supply Operations To
Its Sole Customer (Docket No.5517) [a copy of which is attached hereto as
Exhibit D]

On November 10, 2006, I caused to be served the document listed below upon the parties listed on Exhibit E hereto via overnight delivery:

Motion for Order Under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004
Authorizing Delphi Medical Systems Texas Corporation to Enter Into
Amendment to Manufacturing Agreement Terminating Supply Operations To Its
Sole Customer and [Proposed] Order Under 11 U.S.C. § 363(b) and Fed. R.
Bankr. P. 6004 Authorizing Delphi Medical Systems Texas Corporation to Enter
Into Amendment to Manufacturing Agreement Terminating Supply Operations To
Its Sole Customer (Docket No.5517) [a copy of which is attached hereto as
Exhibit D]

Dated: November 14, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 14th day of November, 2006, by
Evan Gershbein, personally known to me or proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Signature: /s/ Shannon Joann Spencer

Commission Expires: 6/20/10

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	sreisman@cm-p.com	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	sean.p.corcoran@delphi.com karen.i.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International Flextronics International USA, Inc.	Carrie L. Schiff Paul W. Anderson	305 Interlocken Parkway 2090 Fortune Drive 6501 William Cannon Drive West		Broomfield San Jose	CO CA	80021 95131	303-927-4853 408-428-1308	303-652-4716	cschiff@flextronics.com paul.anderson@flextronics.com	Counsel to Flextronics International Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III		MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheier Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsi.com sliviri@ffhsi.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue 1701 Pennsylvania Avenue, NW		Huntersville Washington	NC DC	28078 20006	704-992-5075 202-857-0620	866-585-2386 202-659-4503	valerie.venable@ge.com lhassel@groom.com	Creditor Committee Member Counsel to Employee Benefits
Groom Law Group	Lonie A. Hassel			Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel to Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
IUE-CWA	Conference Board Chairman	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164		Creditor Committee Member
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com vilma.francis@jpmorgan.com	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430		Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016		Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	tmayer@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	James Le	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-751-1511	310-751-1561	jle@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	dcleary@mwe.com	Counsel to Recticel North America, Inc.
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McDermott Will & Emery LLP	Mohsin N. Khambati	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	mkhambati@mwe.com	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Peter A. Clark	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	pclark@mwe.com	Counsel to Recticel North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	bmctigue@mctiquelaw.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
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Mesirow Financial	Leon Slezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	lslezinger@mesirofinancial.com	UCC Professional
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	2127358603	9175223103	jmoldovan@morrisoncohen.com	Counsel to Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	newyork@sec.gov	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	ServeAG@oag.state.ny.us	New York Attorney General's Office
O'Melveny & Myers LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	rsiegel@omm.com	Special Labor Counsel
O'Melveny & Myers LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	tjerman@omm.com	Special Labor Counsel
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K Street, N.W.	Suite 340	Washington	DC	20005-4026	2023264020	2023264112	landy.ralph@pbqc.gov	Chief Counsel to the Pension Benefit Guaranty Corporation
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Phillips Nizer LLP	Sandra A. Riemer	666 Fifth Avenue 1251 Avenue of the Americas		New York	NY	10103	212-841-0589	212-262-5152	sriemer@phillipsnizer.com	Counsel to Freescale Semiconductor, Inc., f/k/a Motorola Semiconductor Systems
Rothchild Inc.	David L. Resnick	1270 Avenue of the Americas		New York	NY	10020	212-403-3500	212-403-5454	david.resnick@us.rothschild.com	Financial Advisor
Seyfarth Shaw LLP	Robert W. Dremluk	425 Lexington Avenue	Suite 2500	New York	NY	10020-1801	2122185500	2122185526	rdremluk@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-8484000	212-848-7179	dbartner@shearman.com jfrizzley@shearman.com	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	kziman@stblaw.com rtrust@stblaw.com wrussell@stblaw.com	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	jbutler@skadden.com jlyonsch@skadden.com rmeisler@skadden.com	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	kmarafio@skadden.com tmatz@skadden.com	Counsel to the Debtor
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	didoyle@spencerfane.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	nfranke@spencerfane.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	2123198500	2123198505	cp@stevenslee.com cs@stevenslee.com	Counsel to Wamco, Inc.
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	altoqut@teamtoqut.com	Conflicts Counsel to the Debtors
Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805		Creditor Committee Member

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Proposed Conflicts Counsel to the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	jeff.tanenbaum@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	martin.bienenstock@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	michael.kessler@weil.com	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	scimalore@wilmingtontrust.com	Creditor Committee Member/Indenture Trustee

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
2/90 Sign Systems	Henke Dewilde	5350 Corporate Grove Blvd		Grand Rapids	MI	49512		616-656-4326	616-656-5400
Ac Label Company	Sherill Semides	47690 Westinghouse Dr		Fremont	CA	94539		510-490-1800	510-661-2939
Accutronics	Don Wienstock	10488 West Centennial Rd		Littleton	CO	80127		205	303-904-1001
Acqiris Usa	Phil Gregor	243 Cromwell Hill Rd		Monroe	NY	10950		781-932-3645	781-932-3508
Action Box Company	Kelly Fitch	6207 N Houston Rosslyn Rd		Houston	TX	77091		713-869-7701	713-869-0103
Action Industries	Bill Bathurst	6453 Fig St		Arvada	CO	80004		303-431-5794	303-420-7355
Adhost Internet	Melissa Sadler	140 Fourth Ave North	Ste 360	Seattle	WA	98109		206-404-9000	206-404-9050
Advanced Circuits	Schinke	21100 East 33rd Dr		Aurora	CO	80011		303-797-3125	303-797-1327
Advanced Digital Logicinc	Gary Karns	4411 Morena BlvdSte 23		San Diego	CA	92117		858-490-0597	858-490-0599
Advanced Motion Controls		3805 Calle Tecate		Camarillo	CA	93012		805-389-1935	805-383-1838
Advanced Office Systems	Customer Service	10692 Haddington Dr		Houston	TX	77043		713-932-9527	
Advanced Record Storage	Customer Service	13885 Westfair E Dr		Houston	TX	77041			
Advanced World Products	Matthew Jablonski	44106 Old Warm Springs Blvd		Fremont	CA	94538		510 226-9062	510 226-9144
Advantec Mfs Inc		6723 Sierra Court Ste A		Dublin	CA	94568			9252250353
Advantech Embedded Usa	Richard Hong	412 Kato Terrace		Fremont	CA	94539		101	949 789-7179
Ag Machining	Dora Brown	4607 S Windermere St		Englewood	CO	80110		303-783-0081	303-783-0087
Aglysys Inc	Dan Mellish	6065 Pkland Blvd		Cleveland	OH	44124		303-447-8090	
Aim Processing Inc	Jacque Jones	1650 Skyway Dr		Longmont	CO	80504		303.684.0931 x-13	303.684.0932
Ajax Custom Plastics	Jonathan Chang	34585 7th St		Union City	CA	94587		510-476-8024	510-476-8001
Alden Products Co		PO Box 510 117 North Main St		Brockton	MA	02403		5085830160	
Alicat Scientific		2045 North Forbes Blvd		Tucson	AZ	85745		520-290-6060	520-290-0109
All American	Curt Boldman	230 Devcon Dr		San Jose	CA	95112		408-437-4615	408-437-8970
All American	Dana Shinaberry	7577 West 103rd Ave	Ste 204	Westminister	CO	80021		303-222-0100	303-222-0110
Allcable	Shanna Weatherford	665 E 56th Ave		Denver	CO	80216		303-295-0106	303-295-0015
Allied Electronics	John	10 Inverness Dr East	Ste 120	Englewood	CO	80112		303-790-1664 x 24	303-790-8938
Allied Electronics Company	Customer Service	9802 Fm 1960 By Pass	Ste 140	Humble	TX	77338		713-446-8005	713-446-6782
Allied Packaging Systems Inc	Customer Service	2822 Canal St		Houston	TX	77003			7136494730
Allmotion	Customer Service	5501 Del Oro Court		San Jose	CA	95124		408-460-1345	408-358-4781
Alltech Associates		PO Box 23		Deerfield	IL	60015			
Alltech Associates	Shannon Omalley	2051 Waukegan Rd		Deerfield	IL	60015		800-255-8324	847-948-1078
Altek Inc	Donna Kelly	22819 East Apple Way		Liberty Lake	WA	99019		509-252-5754	509-927-7510
Amber Science		277 Blair Blvd		Eugene	OR	97402			5413456277
America li Electronics Inc	Dave Tillery	2600 118th Ave North		St Petersburg	FL	33716		1-800-287-1229	727-572-9696
American Packing And Gasket Co		PO Box 213		Houston	TX	77001		713-675-5271	7136752730
American Precision Spring Corp	Gladys Calvillo	1513 Arbuckle Court		Santa Clara	CA	95054		408-986-1020	408-986-1012
American Red Cross	Craig Bauer	2700 Southwest Freeway		Houston	TX	77098		713-313-1699	713-526-5871
Ampro Computersinc		PO Box 392		Salt Lake City	UT	84110		800-966-5200	
Anaspec Inc	Customer Service	2149 Otoole AveSte F		San Jose	CA	95131		408-452-5055	408-452-5059
Anodizing Graphics Of Texas	Customer Service	PO Box 374		Stafford	TX	0374			
Anthro Corporation	Karen Baker	10450 Sw Manhasset Dr		Tualatin	OR	97062		800-325-3841	800325-0045
Aonics Electronics	Jt	24152 St Rd 54 Ste 2		Lutz	FL	33559		813-909-2016	813-909-2076
Apem Components Inc		63 Neck Rd		Haverhill	MA	01835		978-372-1602	978-372-3534
Apollo Paper Co	Customer Service	PO Box 40310		Houston	TX	77240			7133295656
Apple Rubber Products Inc	Tom Hammer	310 Erie St		Lancaster	NY	14086		800-828-7745	716-684-8302
Applera Holding Bv Singapore B		Blk 3305 03 Marsiling Indus		Estate Rd 3		739256	Singapore	65-6362-9300	65-6368 8182
Applied Biosystems	Ann Wagner	550 Lincoln Centre Dr		Foster City	CA	94404		650-638-6431	
Applied Industrial	Mark Scheig	187 Utah Ave		South San Franc	CA	94080		650-873-6137	650-873-4259

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Appliedscintillationtechnologi	Ron Barker	8 Raydonbury Industrial Estate	Horsecroft Rd	Harlow		CM195BZ	UK	410-263-6005	410-263-4495
Aramark Refreshment Services	Customer Service	1665 Townhurst	Ste 160	Houston	TX	77043		713-932-0093	
Armorlink Corporation	Dominics Bellavia	515 N Puente St		Brea	CA	92821		562-690-6677	562-690-0898
Arrk Product Development Group	Philippe Largerie	1275 Rollins Rd		Burlingame	CA	94010		650-558-6960	650-548-0170
Arrow Electronics	Sandy Farro X7638	3000 Bowers		Santa Clara	CA	95051		408-588-7638	408-764-7755
Arrow Electronics	Wanda Roessing	7459 S Lima St		Englewood	CO	80112		303-600-1434	303-600-1401
Arrow Sheet Metal	Susan Cirocki Trujillo	2890 West 62nd Ave		Denver	CO	80221		303 427-6419	303 650-9286
Asco Scientific Inc	Rob	50 Hanover Rd		Florham Pk	NJ	07932		973-236-6160	973-236-6461
Assembly Alliance Electronics	Ilan Katz	27128a Paseo EspadaSte 1504		San Juan Capist	CA	92675		949-443-0695	949-443-0938
Associated Spring		PO Box 77152		Detroit	MI	48297		800-458-0867	
Associated Spring Raymond	Customer Service And	6180 Valley View Ave		Buena Pk	CA	90620		800-872-7732	714-523-5120
Associated Spring Raymond		18 Main St		Bristol	CT	06010		860-582-9581	860-582-2026
Astro Ced Electric		7818a Kempwood St		Houston	TX	77055			7136819988
Atlantic Components	Joe Lewko	195 Wildwood Ave		Woburn	MA	01801		800-433-6600	800-282-0670
Attronica Computers	Paul Burns	PO Box 17423		Baltimore	MD	0465		301-417-0070	301-212-5899
Attronica Computers Inc	Paul Burns	PO Box 17423		Baltimore	MD	0465		301-417-0070	301-212-5899
Attronica Computers Inc	Paul Burns	15867 Gaither Dr		Gaithersburg	MD	20877		301-417-0070	301-212-5899
Austin Hardware & Supply Inc		4302 Industrial St		Rowlett	TX	75088		972-475-0112	972-412-0657
Avnet Computer	Customer Service	10 H Centennial Dr Ms 213		Peabody	MA	01960		800 332-8639	480 643-8545
Avnet Electronics	Melissa Utterback	12808 West Airport Blvd	Ste 350	Sugar Land	TX	77478		281-243-7217	281-243-7140
Avnet Electronics Marketing	Cheryl Rettinger	12600 East Arapahoe Rd		Englewood	CO	80112		303-790-1662	303-790-4991
Axion Technologies	Jacob Olimuthu	10970 Stancliff Rd		Houston	TX	77099		888-294-6655	281-575-0012
B&b Electronics Mfgco	Mary Odonnell X237	707 Dayton Rd		Ottawa	IL	61350		815-433-5100	815-433-5105
Bal Seal Engineering Company	Marissa X185/steve T	19650 Pauling		Foothill Ranch	CA	2610		949-460-2100	889
Barr Associates Inc	Susan Fox	2 Lyberty Way		Westford	MA	3690		978-692-7513	978-692-7443
Barrett Vending	Customer Service	6102 Milwee Dr		Houston	TX	77092		281-748-5451	
Bass Tool & Supply Inc		10600 Hempstead 100		Houston	TX	77092			7136814931
Bay Advanced Technologies	Todd	1460 Obrien Dr	PO Box 3016	Menlo Pk	CA	1445		650-833-0880	650-833-0837
Bay Area Labels	Margie / Gail Echon	1980 Lundy Ave		San Jose	CA	95131		408 432 1980	408 434 6407
Bay Area Labels	Margie	1980 Lundy Ave		San Jose	CA	95131		408-432-1980	408-434-6407
Bay Seal Company Inc	Amy De Mello	1550 West Winton Ave		Hayward	CA	94545		800-273-7325	510-782-2651
Bayou City Packaging	Steven Mayer	2830 Produce Row		Houston	TX	77023		713-649-8888	713-649-2288
Bayou City Packaging Corporati	Jeff Brandes/terry P	2830 Produce Row		Houston	TX	77023		713-649-8888	713-649-2288
Bearing Engineers	Michelle/rich	27 Argonaut		Aliso Viejo	CA	92656		650-373-3800	650-373-3802
Bearings Specialty Co Inc		50 Energy Dr		Canton	MA	02021		781-989-2225	781-989-2299
Behl Precision Fabricating Inc	Luke Rosenbloom	10130 Mula Rd		Stafford	TX	77477		281-564-2345	281-564-7754
Behlke Electronic GmbH		Am Avernberg 4		Kronberg/taunus	DE	61476		0	
Bell Micro San Diego	Joan Mcdonald	5860 Owens Ave	Ste 200	Carlsbad	CA	92008		760-431-9735	760-804-3947
Benchmark Specialties Inc	Dwayne Hengst	5703 Apshodel Court		Spring	TX	7904		281-376-4334	281-376-4834
Bertram Controls Corporation	Kristen	5 Eastview Dr		Farmington	CT	06032		800-243-2340	800-243-7166
Beswick Engineering Co Inc	Terry	284 Ocean Rd		Greenland	NH	03840		603-433-1188	603-433-3313
Bfi	Customer Service	13660 Fondren		Houston	TX	77085		713-937-9955	
Bio Chem Valve Inc	John Albrech	85 Fulton St		Boonton	NJ	07005		973-263-3001	973-263-2880
Bio Rad Laboratories	Ray Manyoky	2000 Alfred Nobel Dr		Hercules	CA	94547		800-424-6723	800-879-2289
Bisco Industries		704 West Southern Ave		Orange	CA	92665		5086951878	
Bisco Industries Inc	Cindy Moen	1800 W Oxford Ave	Unit H	Sheridan	CO	80110		(303) 783-2496	(303) 783-3935
Black Box Corporation	Jackie Sammarco	PO Box 371671		Pittsburgh	PA	15251		724-873-6698	724-873-6678

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Blazer International Corp		2960 Hart Dr		Franklin Pk	IL	60131			8474511048
Blue Mountain Quality Resource	Diane Ward	PO Box 830		State College	PA	0830		800/982-2388	814/234-7077
Boc Edwards	Nancy Shapleigh	301 Ballardvale St		Wilmington	MA	01887		x3321	978-657-6546
Boc Edwards Vacuum Products		PO Box 371050m		Pittsburgh	PA	15251		800-848-9800	978-657-6546
Boise Cascade Office Products	Customer Service	File 42256		Los Angeles	CA	2256		4153270918 6768	800 572 6473
Bokers Inc	Sheila Mosley	3104 Snelling Ave		Minneapolis	MN	1937		800-927-4377	612-729-8910
Bokers Inc	Mike Koestler	3104 Snelling Ave		Minneapolis	MN	55406		800-927-4377	612-729-8910
Boyd Corporation	Thom Mcgehee	600 South Mc Clure Rd		Modesto	CA	95357		209-236-1111	209-342-1050
Boyd Corporation	Marilyn Mcquilliams	600 South McClure Rd		Modesto	CA	95357		Ext.212	209-342-1042
Bsi Management Systems	Jeff White	12110 Sunset Hills Rd	Ste 200	Reston	VA	20190		703-437-900	703-674-1005
Burle Electro Optics Inc		Box 1159 Sturbridge Bus Pk		Sturbridge	MA	01566		508-347-4064	508-347-3849
Burr Industriesinc	Ginette Van Knowe	495 Newbury St		Danvers	MA	01923		978-774-2527	978-774-2528
Busak & Shamban Inc	Shawn Carriere	2842 Collections Ctr Dr		Chicago	CA	60693		800-350-7378	310-371-3135
C & H Distributors Inc	Customer Service	22133 Network Pl		Chicago	IL	1133		414 443-1700	414 443-2700
C&d Circuits	Cindy Dennis	94 Pattee Hill Rd		Goffstown	NH	03045		603-497-5159	603-497-5407
Cable Connection	Alan Young	102 Cooper Court		Los Gatos	CA	7604		408-395-6700	408-354-3980
Cable Technologiesinc	George Obrien	3209 Ave E East		Arlington	TX	76011		817-633-9181	817-633-2472
Calgreg Electronics Inc	Don Warnock	60 Alhambra Rd Ste 1		Warwick	RI	02886		401-738-6170	
Caliper Life Sciences	Jennifer Custabs9	68 Elm St		Hopkinton	MA	01748		508-435-9500	508-435-0967
Cambrex Bio Science	Ron Berzofsky	8830 Briggs Ford Rd		Walkersville	MD	21793		x2224	301-845-4868
Cambridge Tool & Mfg Co Inc	Renee Kadlec	67 Faulkner St		North Billerica	MA	01862		978 667 8400	978 667 4104
Cambridge Valve & Fitting Inc		PO Box 595		Billerica	MA	01821		781-272-8270	
Carlton Bates Company	Frank Buerger	13805 West Rd	Ste 250	Houston	TX	77041		(281) 571-4225	(713) 461-9993
Castechnologies	Susan	81 West St	478	Attleboro	MA	02703		508-222-2915	508-222-2962
Cds Engineering Inc	Amy Meder/michael Ha	6013 A Techni Ctr Dr		Austin	TX	2324		512-834-3500	512-490-6680
Cdw Computer Centers Inc	Jason Manguba	200 N Milwaukee Ave		Vernon Hills	IL	60061		866-448-3719	312-705-4767
Cdw Corporation	Rick Joyce X30564	1720 Oak St		Lakewood	NJ	08701		800-622-6222-...	732-380-6564
Century Spring Corporation		222 East 16th St	PO Box 15287	Los Angeles	CA	90015		800-237-5225	213-749-3802
Ch Products A Division Of Joy		970 Pk Ctr Dr		Vista	CA	8312		6195982518	
Charter Pest Control	Customer Service	PO Box 6581		Katy	TX	77491		281-579-8299	
Chemiquip Products	Carol P / Fanny	524 64th St		West New York	NJ	07093		(201)868-4445	(201)868-4447
Chick Packaging Of Northern	Denise Callahan Ext	212 Railroad Ave		Milpitas	CA	95035		408-678-2500	408-678-2550
Circuit Express Inc	Ann Marie Ext 224	229 S Clark Dr		Tempe	AZ	85281		480.966.5894	480.966.5896
Circuit Images	Tom	3155 Bluff St		Boulder	CO	80301		303-444-8083	303-443-5790
Circuits West	Chuck	PO Box 1528	Ave	Longmont	CO	80501		303-772-9261	303-772-0490
Cirqit Inc	Dave Drag	100 S Jefferson Rd		Whippany	NJ	07981		248-813-1568	
City Waste	Greg Oslin	2202 Kelley St		Houston	TX	77026		(832) 358-9797	(832) 358-9777
Cleveland Wire & Cloth Mfg Co	Doug Brainard	3573 East 78th St		Cleveland	OH	1596		800-321-3234	216-341-1876
Coherent	Cindy	2301 Lindbergh St		Auburn	CA	95603		530-888-5170	530-887-5959
Coilcraft		PO Box 92170		Elk Grove Villa	IL	2170		847-639-2361	847-639-1469
Coilcraft	Darla	1102 Silver Lake Rd		Cary	IL	60013		800-322-2645	847-639-1469
Cole Parmer	Carm Stacy Ext 5155	Department 77 6391		Chicago	IL	6391		800-323-4340	847-327-2999
Colorado Coiling Company	Teresa Sosa Kevin Smith	655 Weaver Pk Rd		Longmont	CO	80501		(303) 678-0670	(303) 678-0610
Colorado Electronic Hardware	Karen	16050 Table Mountain Pkwy	Ste 400	Golden	CO	80403		303-262-3012	303-420-0479
Colorado Fasteners Metric Inc	Mike Or Jim	34 Boston Court Ste A		Longmont	CO	80501		303.772.0012	303-772-5261
Complete Press Solutions	John Dauberg	1887 Otoole AveSte C 11		San Jose	CA	95131		408-434-7074	408-434-7090
Compu Imaging	Joe Morales	2950 Kifer Rd		Santa Clara	CA	95051		408 588 1655	408 588 1656

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Connectronics Corporation	Val C Robinson	2745 Avondale Ave		Toledo	OH	43607		419-537-0020	419-537-0007
Conney Safety Products	Customer Service	PO Box 44190 3202 Latham Dr		Madison	WI	4190			8008459095
Consolidated Electrical Dist	Jamie Or Greg	135 Gay St Unit A		Longmont	CO	80501		720-494-7654	720-494-7826
Contact East Inc	Ursula Estrada	Department 5324	PO Box 30000	Hartford	MA	5324		978-974-1411	978-794-1437
Container Consulting Services		455 Mayock Rd		Gilroy	CA	85020		408 842 1919	408 842 5339
Contract Mfg Inc	Mark York	10963 Leroy Dr		Northglenn	CO	3615		(303) 457-1530	(303) 252-1566
Cosmo Corporation	Customer Service	30201 Aurora Rd		Cleveland	OH	44139		440-498-7500	440-498-7515
Coverall Of Houston	Chuck Kittrel	9801 Westheimer Ste 808		Houston	TX	77042		713-963-9080	
Cpi Wirecloth & Screens Inc		2425 Roy Rd	PO Box 1710	Pearland	TX	77581		281-485-2300	281-485-8837
Craftech Industries Inc		PO Box 1021		Hudson	NY	12534		518-828-5001	518-828-9468
Crating Technology	Randy Or Tom	One Bowen St		Longmont	CO	80501		303-651-6234	303-651-6439
Crescent Gage & Tool Sales Co	Steve Lee/bill Ruppe	PO Box 609		Rowlett	TX	75030		972-475-4265	972-412-3601
Crown Lift Trucks	Customer Service	1650 East North Belt		Houston	TX	3032			(281) 985-0316
Crucial Technology	Kristina Erwin Ex3	3475 E Commercial Court		Meridian	ID	83642		208-363-5587	208-363-5501
Csi Keyboards Inc	Gary Brown	56 Pulaski St		Peabody	MA	01960		978-532-8181	978-532-2957
Custom Computer Services Inc	Sales	PO Box 2452		Brookfield	WI	53008		262-522-6500	262-522-6504
Custom Machine Inc		30 Nashua St		Woburn	MA	4599		781-935-4940	781-935-3904
Cvi Laser Corporation	Matt Larsen	Lockbox 30224	PO Box 60000	San Francisco	CA	94160		800-296-9541	860-928-1515
D & D Metal Products	Dan Clegg Or James	2305 W Midway Blvd		Broomfield	CO	80020		303-466-4300	303-466-4545
Dallas Semiconductor	Customer Service	4401 South Beltwood Pkwy		Dallas	TX	3292		800 258-5061	972 371-3869
Danaher Ball Screws & Actuator	Rob Dondero	970 Mclaughlin Ave	Building 12	San Jose	CA	95122		925-426-8131 x13	925-426-2393
Danaher Precision Systems		7c Raymond Ave		Salem	NH	03079		603-893-0588	603-893-8280
Data Image Corporation	Bill	4202 Metric Dr		Winter Pk	FL	32792		407-478-4064	407-478-4063
Data Ray Inc	Andrew Macgregor	3840 Barr Court		Boulder	CO	80305		(303) 543-8235	(303) 494-1431
Datascan Technologies Inc	Al Carrasco	10700 North Freeway Ste 550		Houston	TX	77037		281-260-3227	281-260-3215
Davidson Optronics Inc	Charles Gaugh	2223 Ramona Blvd		West Covina	CA	91790		626-962-5181	626-962-5188
Db Roberts Company	Scott Or Juanita Bow	1100 Valwood Pkwy		Carrollton	TX	75006		800-800-9991	972-466-1646
De Anza Manufacturing	Marlene Or Beth X 103	1271 Reamwood Ave		Sunnyvale	CA	94089		(408)734-2020	(408)734-2580
Dean Lewis	Andy	21650 Cloud Way		Hayward	CA	94545		(510)785-9650	(510)786-3180
Dell Computer Corporation	Manuela Haist	1 Dell Way Rr3		Round Rock	TX	78682		x8134	800-967-4081
Dell Computer Corporation	Manuela Haist X8134	1 Dell Way Rr3		Round Rock	TX	78682		800-247-6838	800-967-4061
Delphi Medical Systems	Stacey Markham	4300 Rd 18		Longmont	CO	80504		(303)678-8585	(303)678-8138
Delphi Medical Systems		4300 Rd 18		Longmont	CO	80504		303-678-8585	303-678-8138
Demachine Shop	Jerry Waneka	204 Versaw Court Unit 1	PO Box 533	Berthoud	CO	80513		970-532-5977	970-532-5975
Denver Valve And Fitting	Damon	950 Simms St		Lakewood	CO	80215		303-232-8844	303-237-4839
Design Octaves Inc	Tony Valencia	2701 Research Pk Dr		Soquel	CA	95073		831-464-8500	831-464-8515
Design Resources	Customer Service	80 Turnpike Rd Rt 9		Westborough	MA	1730		508-485-1232	508-898-3215
Device Technologies Inc	Customer Service	3 Brigham St		Marlborough	MA	01752			5082292622
Dexter Magnetic Technologies	Carol Wilton	Department 652 001	PO Box 905292	Charlotte	NC	5292		800-345-4082	978-663-7503
Diamond Tool & Die Inc	Mark / Dan Welter	508 29th Ave		Oakland	CA	94601		(510)534-7050	(510)534-0454
Diba Industries		4 Precision Rd		Danbury	CT	06810		2037440773	2037440525
Digi Key Corp	Jolene Fallon	701 Brooks Ave South	PO Box 677	Thief River Fal	MN	56701		800-344-4539	218-681-3380
Digi Key Corporation	Diane Kalbakdalen	701 Brooks Ave South	PO Box 677	Thief River Fal	MN	56701		1-800-3444539	1-218-6813380
Digi Key Corporation	Customer Service	701 Brooks Ave South		Thief River Fal	MN	0677		800-344-4539	218-681-3380
Digikey	Stephanie Johnson	701 Brooks Ave South		Thief River Falls	MN	56701		800-858-3640	218-681-3380
Direct Printing	Customer Service	4729 Ramus Ste F		Houston	TX	77092			7136817035
Directed Energy Inc	Ron Ext 24	2401 Research Blvd Ste 108		Fort Collins	CO	80526		970-493-1901	970-493-1903

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Dmi	Carl Beatrice	215 Salem St		Woburn	MA	01801		781-935-7224	781-938-7648
Document Technologiesinc		545 Sansome St Ste 600		San Francisco	CA	94111		415-227-8658	415-227-8640
Donaldson Bros Plumbing	Customer Service	6106 Jessamin Ln		Houston	TX	77081		713-774-6856	
Douglas Electrical Components		14 Beach St	PO Box 645	Rockaway	NJ	07866		973-627-8230	973-627-5798
Dr Dos Inc	Bryce Burns	645 East Technology Ave	Building B	Orem	UT	84097		801-722-7060	801-437-2896
Dynamic Design Inc	Dave	6321 Monarch Pk Pl		Niwot	CO	80503		32	303.652.0413
Dynamic Measurement Systems	Steve Eldridge	16515 Hedgecroft		Houston	TX	77060		281-405-0606	281-405-0303
E Sam Jones Distributor	Rick Elick/mike Brim	4898 S Atlanta Rd		Smyrna	GA	30080		713-699-2600	713-699-1666
Ear Specialty Composites	Customer Service	7911 Zionsville Rd		Indianapolis	IN	46268		317-692-3000	317-692-3112
Eastern Industrial Products I	Customer Service	737 Washington St		Pembroke	MA	1150		781-826-9511	781-826-9241
Eastern Plastics Inc	Tom B Scott B	110 Halcyon Dr	PO Box 9188	Bristol	CT	7487		860-314-2880	860-314-2888
Edmund Industrial Optics	Laura Wilezynski/gar	101 East Gloucester Pike		Barrington	NJ	1380		856-573-6280	856-573-6233
Edmund Industrial Optics	Joann Ahern X6102	101 East Gloucester Pike		Barrington	NJ	1380		800-363-1992	856-573-6233
Eezer Products Inc	Leighton Sjostrand	4734 East Home Ave		Fresno	CA	93703		800-237-0683	559-255-4907
Ej Davis Company	Sue Slater	PO Box 326		North Haven	CT	06473		203-239-5391	
Electro Optical Products	Ziva Tuchman	PO Box 650441		Fresh Meadows	NY	11365		718-776-4960	718-776-4978
Elite Computers & Software In	Thomas Armes	PO Box 756		Cupertino	CA	0756		408-985-6761	408-247-3220
Ellington C/o Ecm Group	Kc Arns	1401 S Brentwood Blvd	Ste 525	St Louis	MO	63144		314-961-7400 x2	314-961-7416
Ellsworth Adhesives		9 East Presidential Way		Woburn	MA	01801			6179380049
Elmech Inc	Paul Balog	16315 B Vineyard Blvd		Morgan Hill	CA	95037		408-782-2990	408-762-2060
Elwood Corporation Gettys Grou	Tony Lorrington	195 W Ryan Rd		Oak Creek	WI	53154		262-637-6591	262-637.8400
Emp Inc	Denise Martinez	1100 W Louisiana Ave		Denver	CO	80223		303-698-1222 x13	303-698-2701
Encon Custom Plastics	Fran / Pete Gibbs	6617 Dixie Dr		Houston	TX	77087		713-644-2797	713-644-0501
Epac Technologies	Steve Ward	2561 Grant Ave		San Leandro	CA	2501		001 510-317-7979	001 510-317-7993
Erie Scientific Company	Randi Olofson	20 Post Rd		Portsmouth	NH	03801		800-258-0834	603-427-0881
Esco Products Inc	Sales	171 Oak Ridge Rd		Oak Ridge	NJ	07438		800-922-3726	973-697-3011
Express Media Services Inc	Gina Berry	752 Port America Pl Ste 15		Grapevine	TX	76051		888-497-7377	817-424-0360
Faison Office Products	Tari	3251 Revere St	Ste 200	Aurora	CO	80011		(303) 307-5724	(303) 307-5734
Feller Llc	Beth Mills	9100 Industrial Blvd		Leland	NC	28451		910-383-6920	910-383-6921
Ferrotec Usa Corporation	Jim Fraser	40 Simon St		Nashua	NH	3075		603-883-9800	603-383-2308
Festo Corporation		3314 Midcourt Ste 100		Carrollton	TX	75006		972-392-3344	972-392-3455
Fiberoptic Systems Inc	Sandy Stark	60 Moreland Rd Unit A		Simi Valley	CA	93065		800-995-8016	805-583-4018
Fiero Fluid Power	Jody Thomas	5280 Ward Rd		Arvada	CO	80002		303.431.3600	303.431.3611
Fisher Scientific	Customer Service	52 Fadem Rd		Springfield	NJ	07081		8007667000	
Fisk Information Technologies	Clayton L Sellers	PO Box 4417		Houston	TX	77210		713-868-6111	713-865-9420
Fluid Power Tech	Leroy Holden	6510 N Franklin St		Denver	CO	80229		(800) 284-0026	(303) 650-9154
Fm Corporation	Pat Patterson	3535 Hudson Rd		Rogers	AR	1720		501-636-3540	501-621-9886
Focal Point Technologiesinc	Jonathan Metters	24 Aldrin Rd		Plymouth	MA	02360		508-830-9716	508-830-0381
Force Electronics	Herb Stimmel	7000 North Broadway	Ste 310	Denver	CO	80221		303-428-9631	303-428-9700
Fracock	Larry Barron	1200 Industrial Rd	18	San Carlos	CA	94070		650-631-2470	650-631-2478
Frontier Metal Stamping Inc	Michael Odonnell	3764 Puritan Way		Frederick	CO	80516		303.458.5129	303.458.1521
Fuses Unlimited	Katie Werther	3202 West Miller Rd		Garland	TX	75041		800-255-1919	510-651-9011
Future Electronics	Jennifer/julie	1819 Denver West Dr	Bldg 26 Ste 350	Golden	CO	80401		303-277-0023	303-277-0722
G Finkenbeiner Inc	Diane	33 Rumford Ave		Waltham	MA	02154		781-899-3138	781-647-4044
G&I Precision Die Cutting Inc	Norma Gomez	1766 Junction Ave		San Jose	CA	95112		800-327-4553	408-451-1199
Galil Motion Control Inc		3750 Atherton Rd		Rocklin	CA	95765		916-626-0101	916-626-0102
Gardner Spring Inc	Wendy	1115 N Utica Ave		Tulsa	OK	74110		(800)331-3263	(918)583-4521

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Gater Industries	Dan Taylor Or Jill	4400 Dell Range Blvd		Cheyenne	WY	82009		307-635-4166	307-635-4173
Gdm Electronic/medical Assembl	Daniel Boles Xt 108	562 South Milpitas Blvd		Milpitas	CA	95035		408-945-4100	408-945-4070
Geekscum	Sales	1890 Ord Way		Oceanside	CA	92056			
Gem Industries	Gary Porter	1003 E 75th Ave		Denver	CO	80229		303-287-6634	303-287-0081
General Foundry	Larry Graber/Jenni	459 Hester St		San Leandro	CA	94577		510-562-2620	510-562-2764
General Polymeric Corp	Diane	1136 Morgantown Road		Reading	PA	19607		(610)374-5171	(610)374-4990
General Valve Division Of	Gerard/lois Inside S	19 Gloria Ln	PO Box 1333	Fairfield	NJ	07004		973-575-4844	973-575-4011
Gigavac	Jim Lanum	555 Maple St		Carpinteria	CA	93013		805-755-2000	214-350-1611
Gilson Inc	Erica	3000 West Beltline		Middleton	WI	53562		608-836-1551	608-831-4451
Global American Inc	Richard	17 Hampshire Dr		Hudson	NH	03051		603-886-3900	603-886-4545
Global I T Solutions	Arteka Louis	3850 Gladeridge Ste A		Houston	TX	77068		281-631-0763	281-440-9738
Globe Manufacturing Sales Inc	Customer Service	1159 Us Route 22		Mountainside	NJ	2896		8002273258	9082324729
Gm Nameplate Inc	Randon Wickman	2040 15th Ave West		Seattle	WA	2783		206-284-5349	206-301-1177
Gorilla Circuits Inc	Laura Rutherford	1497 Berger Dr		San Jose	CA	2702		408-294-9897	408-297-1540
Grace Technologies		16613 West Hardy Rd		Houston	TX	77060			7138739329
Grainger		Department 352 804188134		Palatine	IL	0001		617-923-1730	
Greene Rubber Company Inc		20 Cross St		Woburn	MA	01801		781-937-9909x112	781-937-9739
Greene Tweed & Coinc		Dept Ch 10467		Palatine	IL	60055		2152569521	2152560189
Gsi Lumonics	John Campbell X6307	39 Manning Rd		BillERICA	MA	01821		978-439-5511	978-262-0039
Gw Lisk Company Inc	Doug Kinnear	2 South St		Clifton Springs	NY	14432		315-462-4224	315-462-7661
H Galow Company Inc	Joanne	15 Maple St		Norwood	NJ	07648		201-768-0547	201-768-2311
Ha Guden Company Inc	Joan	99 Raynore Ave		Ronkonkoma	NY	11779		800-344-6437	631-737-2933
Hallmark Nameplate Inc	Alicia	1717 Lincoln Ave		Mount Dora	FL	32757		352-383-8142	352-383-8146
Hamamatsu Corporation	Pat	360 Foothill Rd		Bridgewater	NJ	08807		908-231-0960	908-231-0405
Hamilton Company	Terry Ellison	Sds 12 1924	PO Box 86	Minneapolis	MN	1924		888-525-2123	775-856-7259
Hannah Engineering Incorporate	Michelle Cammet	150 Maple St	PO Box 2033	Danvers	MA	01923		978-777-5892	978-777-7208
Hardware Specialty Co Inc	Katie Brown	3700 Havana	Building 202	Denver	CO	80239		(303) 371-8553	(303) 371-7372
Harvey Vogel Manufacturing Com	Kim Theusch	425 Weir Dr		Woodbury	MN	55125		651-739-7373	651-739-8666
Haydon Switch & Instrument Inc	Susan Blake X209	Department 5167	PO Box 30000	Hartford	CT	5167		800-243-2715	203-756-8724
Hazard Communication Systems	Merrily Hansen	396 Routes 6 & 209	PO Box 1174	Milford	PA	18337		800-748-0241	800-748-0536
Heidenhain Corporation	Scott Fulgham	333 East State Pkwy		Schaumburg	IL	5337		847-490-1191	847-490-3931
Helical Products Company Inc	Tony Lorrington Local R	901 West Mccoy Ln	PO Box 1069	Santa Maria	CA	1109		805-928-3851	805-928-2369
Hellma International Inc		80 Skyline Dr		Plainview	NY	11803		516-939-0888	516-939-0555
Heraeus Noblelight Lic	Eric Davenport	2150 Northmont Pkwy	Ste L	Duluth	GA	30096		678-258-3875	607-398-7403
Hexagon Metrology	Cathy Thompson	200 Frenchtown Rd		North Kingston	RI	02852		800-274-9433	401-866-2980
High Purity Technologyinc	Daniel Mcsweeney	50 Pershing Ave	PO Box 870	Poughkeepsie	NY	12602		845-452-1103	845-471-8965
Hirsch Precision Products	Mike Hirsch	6420 Odell Pl		Boulder	CO	80301		303-530-3131	303-530-5242
Hisco	Amy Maclin	12110 North Tejon St		Westminster	CO	80234		303-307-4843	303-307-4609
Hisco	Customer Service	6650 Concord Pk		Houston	TX	77040		713-934-1600	713-934-1646
Hisco	Customer Service	6650 Concord Pk Dr		Houston	TX	77040			7139341646
Hmc Instrument & Machine Works	Alan Lowe	2325 Blalock		Houston	TX	77080		713-468-1426	713-468-6314
Hmc Instruments & Machine Work	Alan Lowe	2325 Blalock		Houston	TX	77080		713-468-1426	713-468-6314
Hobby Engineering	Sales	180 El Camino Real		Millbrae	TX	94030		866-762-6850	650-259-9590
Honeywell International	Customer Service	2080 Arlingate Ln		Columbus	OH	4112		800-848-6564	614-850-1111
Honeywell International Inc	Debbie Veal	13805 West Rd	Ste 500	Houston	TX	77041		832-912-2785	832-912-2707
Honeywell International Inc	Debbie Veal	13805 West Rd	Ste 500	Houston	TX	77041		832-912-2785	832-912-2707
Hurricane Glass	Customer Service	1418 Indiana		Houston	TX	77587		281-487-6438	

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Igus	Customer Service	PO Box 14349		East Providence	RI	02914		1-800-521-2747	401-438-7270
IIm Tool Inc	Joe	23301 Clawiter Rd		Hayward	CA	94545		510-782-0100	510-782-5475
Imaging And Sensing Technology	Eliene Putnam / Jane	300 Westinghouse Circle		Horseheads	NY	14845		800-336-4782	607-796-4579
Imagistics International Inc	Customer Service	PO Box 856390		Louisville	KY	6390		8004510412	
Impact O Graph		20710 Lasser St		Chatsworth	CA	91311		818-341-3000	818-341-3002
Imt Precision Inc	Michael Azari	31902 Hayman St		Hayward	CA	94544		510-324-8926	510-324-8943
In Position Technologies	Neil Jacques	500 N 56th St	Ste 14	Chandler	AZ	85226		(877)478-3241	(877)478-3242
Industrial Gasket Inc	Jim Flaksa	20648 84th Ave S		Kent	WA	98032		303-375-9353 x29	303-371-0878
Industrial Specialties Mfg In	Rusty Wilhelm	2741 W Oxford St Unit 6		Englewood	CO	80110		303-781-8486	303-761-7939
Industrialex		171 Talamine Court		Colorado Springs	CO	80907		719-473-4555	719-473-4904
Industrialex	Joe Triolo	6250 Joyce Dr		Arvada	CO	80403		303-456-6847	303-420-3460
Industrialex Manufacturing	Afshin Sarvestani	14410 Mead Court		Longmont	CO	80504		303.428.4628	970-535-0170
Ingram Micro Inc	Richard	1600 East St Andrew Pl	PO Box 25125	Santa Ana	CA	4931		71264	714-247-5534
Inovise Medical Inc	Sue Hart	10565 Sw Nimbus Nimbus Ave	Ste 100	Portland	OR	97223		503-431-3836	
Insaco Inc	Scott D Mittl X15	PO Box 9006		Quakertown	PA	9006		215-536-3500	215-536-7750
Insulation Supply Co	Customer Service	PO Box 5249		Torrance	CA	90510			
Insulator Seal Inc		23842 Cabot Blvd		Hayward	CA	94545		781-863-1448	510-887-7475
Integrated Cable Systems	Joe Derrera	504 2nd St		Berthoud	CO	80513		970 532-5625 x104	970 532-3199
Interfast Inc		3201 Skylane Dr Ste 102		Carrollton	TX	75006		972 248 2772	972 248 7468
International Equipment Comp		2201 E Willow St		Signal Hill	CA	90806		(562)597-4533	(562)498-2275
Interpower Corporation	Tammy	PO Box 115		Oskaloosa	IA	0115		800-662-2290	800-645-5360
Invitrogen Corporation	Mona Scott	1600 Faraday Ave		Carlsbad	CA	92010		760-808-7200	760-602-7500
Iron Mountain	Customer Service	32 George St		Boston	MA	02119			6174955706
Iwasaki Electric Co Ltd		12 4 Shiba 3 Chome Minato Ku		Tokyo		105	Japan	8002835963	
Ixxat Inc	Wilfried Voss	120 Bedford Ctr Rd		Bedford	NH	03110		603-471-0800	603-471-0880
J & W Scientific Incorporated	Customer Service	91 Blue Ravine		Folsom	CA	95630			
Jds Uniphase Corporation	Ken Kino	1768 Automation Pkwy		San Jose	CA	95131		408-434-1800	408-546-4377
Jml Optical Industries Inc	Linda Wright X123	690 Portland Ave		Rochester	NY	5196		585-342-8900	585-342-6125
Jobin Yvon Inc	Betty Anne Silverste	3880 Pk Ave		Edison	NJ	08820		732-494-8660x514	732-548-9725
John Phillips Printing Inc	Cheryl Taylor X321	3840 Forest St		Denver	CO	80207		303-333-7989	303-333-0881
Jw Winco	Bill Schmoker	2815 South Calhoun Rd		New Berlin	WI	53151		x119	(262) 786-8524
Kaman Industrial Technologies	Ed	PO Box 25356		Los Angeles	CA	0356		650/589-6800	650/589-0746
Keca Metal Products Inc	Jeff Robbins	PO Box 10		Spring	TX	0010		281-350-2555	281-350-5803
Keithley Instruments Inc	Customer Service	28775 Aurora Rd		Cleveland	OH	1891		440-248-0400	440-248-6168
Kemper Products	Delynn Mcallister Jeff	11603 Teller St		Broomfield	CO	80020		303 466-1494 X14	303 466-0048
Ken Moses Contract Programming	Ken Moses	6241 W 74th		Arvada	CO	80003		303-359-3560	303-425-9978
Kensington Electronics	Karen Perfetto	17 Spectrum Pointe		Lake Forest	CA	92630		949.206.6864	949.770.3105
Kent H Landsberg Co	Tim Allen	PO Box 6569		Buena Pk	CA	90622		510-489-8200	510-477-9111
Kentek	Customer Service	1 Elm St		Pittsfield	NH	03263		800-432-2323	603-435-7441
Keyence Corporation Of America	Jaynee Gates Xt 806	5050 Hopyard Rd Ste 425		Pleasanton	CA	94588		888-539-3623	925-225-1440
Kimball Physics		311 Kimball Hill Rd		Wilton	NH	03086			6038783700
Kimchuk Inc	Vashti Sumair	Corporate Dr Commerce Pk		Danbury	CT	06810		203-790-7800	203-797-8976
Kinkos Inc	Eric	980 Ken Pratt Blvd		Longmont	CO	80501		303-702-0131	303-702-0130
Kirkpatrick & Lockhart Nicholson Graha	John C. Hutchins	State Street Financial Center	One Lincoln Street	Boston	MA	02111-2950		617-951-9165	617-261-3175
Kloehn Ltd	Doyle	10000 Banbury Cross Dr		Las Vegas	NV	89144		800-358-4342	702-243-6036
Kluber Lubrication North Ameri		22571 Network Pl		Chicago	IL	1225		603 434 7704	603-647-0431
Kluber Lubrication North Ameri	Customer Service	22571 Network Pl		Chicago	IL	1225		603 434 7704	603-647-0431

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Knf Neuberger	Perez	2 Black Forest Rd		Trenton	NJ	08691		ext.274	609-890-8323
Knightsbridge Plastics Inc	Sonia Juarez Ruiz	3075 Osgood Ct		Fremont	CA	94539		510-440-8444	510-440-8464
Knightsbridge Plastics Inc	Sonia Juarez	3075 Osgood Ct		Fremont	CA	94539		510-440-8444	510-440-8464
Computer Plus Peripherals	Customer Service	11750 Wilcrest Dr		Houston	TX	77099		281-879-8200	281-879-8216
Kurt J Lesker Company	Mark Constanza / Bob	1515 Worthington Ave		Clairton	PA	15025		800-245-1656	925-449-5227
Kyser Company	Tom Stuart	PO Box 59007		Dallas	TX	75229-1007		(800)840-6012	(719)597-4717
L Com Inc		45 Beechwood Dr		North Andover	MA	01845		800-343-1455	978-689-9484
Lab Glass		1172 Northwest Blvd		Vineland	NJ	08360		800-220-5171	800-522-1329
Lab Safety Supply Inc	Customer Service	401 S Wright Rd		Janesville	WI	1368		800-356-0783	800-543-9910
Labtek		91 Lost Lake Ln		Campbell	CA	95008		408-871-7700	408-871-7800
Labtronics Inc	Don Jennings	546 Governors Rd		Guelph	ON	1000	Canada	519 767-1061	519 836-4431
Laird Technologies		1 Shielding Way		Delaware Water	PA	18327		570-424-8510	570-424-6213
Lamcor Group	Pat Bowers	419 South Acavia Ave		Fullerton	CA	92831		510-471-2483	510-487-9566
Lamda Electronics		515 Broad Hollow Rd		Melville	NY	11747			
Laser Export Company Ltd	Yury Tsvetkov	Vvedensky St 3		Moscow		117342	Russia	7-095-333-02-89	7-095-720-54-51
Laser Services	Holly Beauchesne	123 Oak Hill Rd		Westford	MA	01886		978-692-6180	978-692-7271
Lasertone	Jim Bennett	526 Boston Post Rd		Wayland	MA	01778		508-358-1200	508-358-1208
Leader Tech	Juneau Gee	14100 McCormick Dr		Tampa	FL	33626		X131	813-855-3291
Ledtronics Inc	Pam Wood	23105 Kashiwa Court		Torrance	CA	90505		310-534-1505	310-534-1424
Leeco Spring International		PO Box 16058		Houston	TX	6058		7136926281	
Lelanite Corporation		Cudworth Rd	PO Box 160	Webster	MA	01570		508-943-1968	508-949-0289
Lenco Electronics		1330 Belden St		Mchenry	IL	60050		8153442900	8153442730
Lexus Environmental Lic	Customer Service	1200 Hwy 146 SouthSte 2		La Porte	TX	77571		877-930-6070	281-867-4773
Lexus Environmental Lic	Customer Service	1301 Danielle Ln		Pearland	TX	77581			2819928144
Leybold Vacuum Products Inc	Rene Steiner	5700 Mellin Rd		Export	PA	15632		724-325-6509	800-215-7782
Liberty Data Products	Karen Lombardo	PO Box 630729		Houston	TX	0729		800-460-8900 x175	800-460-8999
Light House Data		Enguej 35		Dk 5230 Odense	DK	05230			
Locking Systems Inc	Customer Service	6999 Wlittie York	Ste D	Houston	TX	77047		713-462-5397	
Longmont Machining Inc	Michael Mcelroy Or Bill	1025 Delaware Ave		Longmont	CO	80501		303-776-6629	303-776-8199
Lps Industriesinc		10 Caesar Pl		Moonchie	NJ	07074		800-275-8577	201-438-0040
Lr Environmental	Alex Bostrom	12902 S Spring St		Los Angeles	CA	90061		800-574-2748	323-770-0105
M Tron Components Inc	Laura Boehmke X114	1891 Lakeland Ave		Ronkonkoma	NY	11779		800-437-7766	631-467-5104
Mack Prototype Inc	Cindy Howes	424 Main St		Gardner	MA	01440		978-632-3700	978-632-3777
Magic Metals Inc	Garry Griggs	3401 Bay St		Union Gap	WA	98903		509-453-1690	509-457-8811
Magnum Plastics Inc	Dave Miller X18	425 Bonnell Ave		Erie	CO	80516		303-828-3156	303-828-3166
Mallory Industries Inc	Customer Service	Spring Ln 33		Farmington	CT	06032			8606778815
Malmberg Engineering	Phil Farmer Xt 23	550 Commerce Way		Livermore	CA	94550		925 606-6500 X23	925 606-9702
Manconix Inc	Oanh Nguyen	11011 Brooklet Dr Ste 120		Houston	TX	77099		281-879-8849	281-879-7281
Mar Tek Industries Inc	Connie Sesker	3545 G South Platte River Dr		Englewood	CO	80150		303-789-4067	303-789-9296
Martek Power Inc	Ginger Hegler Xt 2	4115 Spencer St		Torrance	CA	90503		310-542-8561	310-542-7521
Mass Precision	Sue/anna X328/x308	2110 Oakland Rd		San Jose	CA	95131		408-954-0200	408-954-0288
Master Distributors	Brian	2425 South 21st St		Phoenix	AZ	85034		888-473-5297	602-267-7070
Matech	Customer Service	31304 Via Colinas Ste 102		Westlake Village	CA	91362		818-991-8500	818-991-4134
Matsusada Precision Inc		745 Aojicho		Kusatsu City		0041	Japan	+81-77-561-2111	81-77-561-2112
Maxim Integrated Products Inc	Sales	120 San Gabriel Dr		Sunnyvale	CA	94086		888.629.4642	800-992-1884
Maxon Precision Motors	Kim Novenbri	838 Mitten Rd		Burlingame	CA	94010		650-697-9614 x226	650-697-2887
Mccoy Sales	Roger	7941 Shaffer Pkwy		Littleton	CO	80127		(303) 762-8012	(303) 781-7362

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Mcdonald Electric	Customer Service	1010 Larmar	Ste 1900	Houston	TX	77063		713-759-1828	
Mcmaster Carr Supply		PO Box 4355		Chicago	IL	60657			732-329-3772
Mcmaster Carr Supply Co	Customer Service Sales	PO Box 7690	600 County Line	Elmhurst	IL	60126		630-833-0300	630-834-9427
Mcmaster Carr Supply Company	Susan	PO Box 440		New Brunswick	NJ	08903		732-329-3200	732-329-3772
Mcmaster Carr Supply Company	Jason / Customer Ser	9630 Norwalk Blvd	PO Box 54960	Santa Fe Spring	CA	90670		562-692-5911	562-695-2323
Mcshane Inc	Philip Johnson	3633 Trails End Dr		Medina	OH	8770		330-725-4568	330-723-2591
Mdc Vacuum Products Corp	Rose Kaslin	23842 Cabot Blvd		Hayward	CA	94545		800-443-8817	510-887-0626
Measurement Computing Corporat	Customer Service	16 Commerce Blvd		Middleboro	MA	02346		508-946-5100	508-946-9500
Measurement Specialties Inc	Robin Fletcher	1000 Lucus Way		Hampton	VA	23888		757-766-4474	757-744-4297
Megaprint Digital Printing Cor	Veronica Chak	1050 Commercial St		San Carlos	CA	94070		650-517-0200	650-517-0219
Megaprint Digital Printing Cor	Lee Browner	1404 Old County Rd		Belmont	CA	94002		650-517-0200	650-517-0219
Megaprint Digital Printing Cor	Veronica Chak	1404 Old County Rd		Belmont	CA	94002		650-517-0200	650-517-0219
Melles Griot		2051 Palomar Airport Rd200		Carlsbad	CA	92009		800-835-2626	
Melles Griot	Mary Helenihi X5158	2051 Palomar Airport Rd200		Carlsbad	CA	92009		800-835-2626	760-804-0049
Memec United	Kay Norman	445 Union Blvd Ste 310		Lakewood	CO	80228		303-649-1800	303-649-1818
Metalfx	Judy Ln	300 East Hill Rd		Willits	CA	95490		707-456-2194	707-459-2046
Microage	X65330	2400 S Microage Way		Tempe	AZ	85282		800-528-1415	602-366-2470
Microboards Technology	N/a	8150 Mallory Court		Chanhassen	MN	55317		952-556-1600	952-556-1620
Microfluidics Corporation	Brad Hoover	75 East Scranton Ave		Lake Bluff	IL	60044		847-283-9606	847-295-9495
Microkinetics Corporation		2117 A Barrett Pk Dr		Kennesaw	GA	30144		770-422-7845	770-422-7854
Micronics	Bruce Barrowclough	140 Elliott St Bldg A		Beverly	MA	01915		978-524-0022	978-524-8866
Midland Certified Reagent Coi	Arlene J Hoogewerf	3112 A West Cuthbert Ave		Midland	TX	79701		800-247-8766	915-694-2387
Midland Certified Reagent Coi	Arlene J Hoogewerf	3112 A West Cuthbert Ave		Midland	TX	79701		800-247-8766	915-694-2387
Millipore Corporation		80 Ashby Rd		Bedford	MA	01730		800-221-1975	800 645 5439
Minarik Corporation		PO Box 25033		Glendale	CA	91221		8185076435	
Minco Products Inc	Warren Tang	7300 Commerce Ln		Minneapolis	MN	3177		763-586-2909	763-571-0927
Minor Rubber Co	Tom Cote	49 Ackerman St		Bloomfield	NJ	07003		800.433.6886	973.893.1399
Minuteman Controls Co Inc	Leah Pe Acct 21980	7 Foster St	PO Box 1559	Wakefield	MA	01880		800-343-8633	781-246-4982
Mln Services	Customer Service	3931 Annarbor		Houston	TX	77063		713-782-3633	
Model Optics Inc	Larry Kim	10 Dixon Ave		Woodstock	NY	12498		845-679-7386	845-679-7449
Molelectron Detector Inc	Customer Service	7470 Sw Bridgeport Rd		Portland	OR	97224		503-620-9069	503-620-8964
Monks Manufacturing Co Inc		1 Upton Dr		Wilmington	MA	01887		978-657-8282	978-657-5357
Morton Machine Works	Betty	135 Bearhart St		Millerburg	PA	17061		(800)441-2751	(717)692-2120
Motion Industries Denver	Pat Bradley/mike	7003 E 47th Ave Dr	Unit A100	Denver	CO	80216		(303) 399-1500	(303) 399-1900
Mott Metallurgical Corp	Susan	84 Spring Ln		Farmington	CT	06032		860-793-3964	860-747-6739
Mountz Inc	Patrick	1080 N 11th St		San Jose	CA	95112		(408)292-2214	2733/(408)7
Mouser Electronics	Kay Thompson	1000 North Main St		Mansfield	TX	76063		x2447	
Mouser Electronics Inc	Sales	1000 North Main St		Mansfield	TX	76063		800-346-6873	817-804-3899
Mpf Products Inc	Dale Dunton	3046 Bramlett Church Rd		Gray Court	SC	29645		864-876-9853	864-876-2465
Msc Industrial Supply	Michael F Casey	PO Box 9072		Melville	NY	9072		800-456-7270	617-938-8655
Msc Industrial Supply	Cindy Held	6100 Stapleton Dr	South Ste A	Denver	CO	80216		800-332-0210	303-937-1228
Myriad Fiber Imaging Tech Inc	John Gauvin	56 Southbridge Rd		Dudley	MA	01571		508-949-3000	508-949-3002
Nappco Fastener Co	Gary Reese	PO Box 55586		Houston	TX	5586		713-688-2521	713-957-4315
Naprotek Inc	Negash Arefa	2945 San Ysidro Way		Santa Clara	CA	95051		408-830-5000	408-830-5050
National Fabtronix	Customer Service	28800 Hesperian Blvd		Hayward	CA	5038		510-785-3135	510-785-1253
National Instruments	Shea Haddon	6504 Bridge Point Pkwy		Austin	TX	5039		800-433-3488	512-794-5794
National Technical Systems	Mike Wozniak/dave Bo	1146 Massachusetts Ave		Boxborough	MA	01719		800-723-2687	978-266-1073

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Nehydraulic Service Coinc		21 B Sixth Rd		Woburn	MA	01801			7819329715
Nemko Usa Inc	Luisa Moody X296	802 N Kealy		Lewisville	TX	75057		972-436-9600-296	972-436-2667
Newark Electronics	Scott Rogers Acctd4	500 West Cummings Pk		Woburn	MA	6333		800-463-9275	978-551-4329
Newark Inone	Cindy Stronge	4725 Paris St		Denver	CO	80239		x86705	303-373-0648
Newport Corporation		PO Box 19607		Irvine	CA	92606			7142531680
Newport Corporation	Liz Hurst	1791 Deere Ave		Irvine	CA	92606		949-253-1685	949-253-1661
Newport Stratford Inc		150 Long Beach Blvd		Stratford	CT	06615		800-714-5393	203-378-2457
Niantic Seal Incorporated	Joe Camera	17 Powder Hill Rd		Lincoln	RI	02865		401-334-6870	401-334-6871
Nj International Inc	Brian	18205 Chisholm Trail		Houston	TX	77060		281-209-3700	281-209-3810
Nor Cal Products		PO Box 518 1967 S Oregon St		Yreka	CA	96097			9168429130
Nordex Inc	Lisa Barrett	50 Newton Rd		Danbury	CT	06810		800-2430986	203-7908992
Northwest Analytical Inc	Bruce Payne	PO Box 40164		Portland	OR	0164		503-224-7727	503-224-5236
Nresearch Inc	Angela	267 Fairfield Ave		West Caldwell	NJ	6279		973-808-8811	973-808-0086
Nsk Corporation	Customer Service	13921 Bettencourt St		Cerritos	CA	90703		630-620-8500	630-620-8555
Nye Lubricants Inc		PO Box 8927		New Bedford	MA	8927		508-996-6721	508-997-5285
Ohlheiser Corp		PO Box 330332		Hartford	CT	0332		860-953-7632	860-953-9234
Omega Engineeringinc	Customer Service	One Omega Dr		Stamford	CT	0047		800-848-4286	203-359-7700
Omega Optical Inc	Anne St John	21 Omega Dr		Brattleboro	VT	05301		(802) 251-7300	(802) 254-6754
Omega Optical Inc	Sally Winchester X1	21 Omega Dr Delta Campus		Brattleboro	VT	05301		866-488-1064	802-254-3937
Omnifit Ltd	Claire	85 Fulton St		Boonton	NJ	07005		800-936-6248	973-263-4640
Ophir Optronics Inc		260a Fordham Rd		Wilmington	MA	01887		800-383-0814	978-657-6054
Optek Technology	Patty Malone	1215 West Crosby Rd		Carrollton	TX	75006		972-323-7031	972-323-2396
Optical Gaging Products Inc	Frank Opett	850 Hudson Ave		Rochester	NY	14621		585-544-0450 x330	585-544-4998
Optimize Technologies		13993 Fir St		Oregon City	OR	97045		800-669-9015	503-557-9995
Optimize Technologies Inc		5835 Ne122nd Ave Ste 155		Portland	OR	97230		800-669-9015	503-557-9995
Organic Products Company	Customer Service	PO Box 170428		Irving	TX	0428		972-438-7332	972-438-7321
Oriental Motor Usa Corporat	Kelly	1600 Wyatt Dr Ste 2		Santa Clara	CA	95054		408 358 6900	408 358 8200
Oritech C/o Qvs Marketing Inc	Annie	10721 S Hidden Ridge Ln		Sandy	UT	84092		801.733.0073	801.943.0287
Oscilloscope Services Inc	Maxine Sanders	7827 Kingsley St		Houston	TX	77087		713-645-2029	713-645-4130
Pacer/anixter	Mike Reardon	112 Commerce Way		Woburn	MA	01801		781-935-8330	781-938-7881
Packaging Technology Center	Thomas L Schneider	PO Box 15274		Houston	TX	5274		713-670-7309	713-675-5112
Packaging Warehouse Inc	Larry Zajonc	1376 B North 10th St		San Jose	CA	95112		(408)279-8273	(408) 279-0333
Palmer Foundry Inc	Frank R Jensen	Mt Dumplin Rd	PO Box 955	Palmer	MA	01069		(413) 283 2976	(413) 283 2979
Pasternack Enterprises		PO Box 16759		Irvine	CA	6759		949-261-1920	949-261-7451
Rainin Instrument Co Inc	Josh	Rainin Rd Box 4026		Woburn	MA	01888		800-472-4646	781-938-1152
Ram Scientific Inc		PO Box 348		Yonkers	NY	10703		800-535-6734	914-969-7022
Rex Supply Company	Customer Service	PO Box 299487		Houston	TX	0487			
Ryan Herco Products Corp	Alboffo	PO Box 10369		Burbank	CA	0369		408-436-1141	408-436-1321
Salesforcecom	Hillary Christman	PO Box 5126		Carol Stream	IL	60197		415-536-6231	415-901-7040
Sciex	Barb Dionne	71 Four Valley Dr		Concord	ON	L4K 4V8	Canada	905-660-9006	905-761-3483
Sigma Aldrich Inc	Roy Fechter	PO Box 951524		Dallas	TX	1524		800-325-3010	800-962-9591
Speedy Industrial Supplies Pte	Rosalind Tan	171 Kallang Way 03 01/04		Kolam Ayer Ind		349250	Singapore	6743 4116	6743 3351
Sterling Instruments	Customer Service	PO Box 5416		New Hyde Pk	NY	5416		5163283300	
Sunsource Technologies		PO Box 200794		Dallas	TX	0794		630-317-2731	630-317-1012
Thoriabs Inc	Sales Department	PO Box 366		Newton	NJ	0366		973-579-7227	973-383-8406
U C Components Inc	Aileen Nim	PO Box 430		Morgan Hill	CA	95038		888-483-6833	888-964-8368
United States Filter Coporatio	Customer Service	PO Box 360766		Pittsburgh	PA	6766		800-466-7873	408-945-1549

Company	Contact	Address1	Address2	City	State	Zip	Country	Phone	Fax No
Upchurch Scientific Inc	Karla Sharkey	PO Box C 34108		Seattle	WA	98124		800-426-0191	800-359-3460
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White Systems	Customer Service	PO Box 60732		Charlotte	NC	0732		908-272-6700	908-272-5920
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Delphi Corporation
Special Party

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EXHIBIT C

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EXHIBIT D

Hearing Date and Time: November 30, 2006 at 10:00 a.m.
Objection Deadline: November 24, 2006 at 4:00 p.m.

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Delphi Legal Information Website:
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P.
6004 AUTHORIZING DELPHI MEDICAL SYSTEMS TEXAS CORPORATION TO ENTER
INTO AMENDMENT TO MANUFACTURING AGREEMENT TERMINATING
SUPPLY OPERATIONS TO ITS SOLE CUSTOMER

PLEASE TAKE NOTICE that on November 9, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under 11 U.S.C. § 363(B) And Fed. R. Bankr. P. 6004 Authorizing Delphi Medical Systems Texas Corporation To Enter Into Amendment To Manufacturing Agreement Terminating Supply Operations To Its Sole Customer (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on November 30, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (the "Amended Eighth Supplemental Case Management Order") (Docket No. 5418), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be

served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on November 24, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Amended Eighth Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Seventh Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
November 9, 2006

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Hearing Date and Time: November 30, 2006 at 10:00 a.m.
Objection Deadline: November 24, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Debtors.	:	
-----	x	

MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 6004
AUTHORIZING DELPHI MEDICAL SYSTEMS TEXAS CORPORATION TO ENTER INTO
AMENDMENT TO MANUFACTURING AGREEMENT TERMINATING
SUPPLY OPERATIONS TO ITS SOLE CUSTOMER

("DELPHI MEDICAL SYSTEMS TEXAS CORPORATION MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004 authorizing, but not directing, Delphi Medical Systems Texas Corporation ("Delphi Medical Texas") to (a) enter into an Amendment to the Contract Manufacturing Agreement with Applera Corporation ("Applera"), pursuant to which Delphi Medical Texas will cease manufacturing products for Applera, its sole customer, and (b) close its facility located in Stafford, Texas (the "Houston Facility"). In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. No trustee or examiner has been appointed in the Debtors' cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors. On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 363(b) of the Bankruptcy Code and rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2005 had global 2005 net sales of approximately \$26.9 billion and global assets of approximately \$17.0 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of

its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

13. By this Motion, the Debtors seek entry of an order under section 363(b) of the Bankruptcy Code and Bankruptcy Rule 6004 authorizing, but not directing, Delphi Medical Texas to (a) enter into an Amendment to the Contract Manufacturing Agreement with Applera, pursuant to which Delphi Medical Texas will cease manufacturing products for Applera, its sole customer, and (b) close its Houston Facility. Applera, acting through its subsidiary Applied Biosystems Group, develops and markets advanced medical research instruments, and is currently the sole customer of Delphi Medical Texas.

Basis For Relief

14. Prior to the Petition Date, in connection with the purchase of Applera's operations at the Houston Facility, Delphi Medical Texas entered into the Contract Manufacturing Agreement (the "Agreement") with Applera for the manufacture and sale of certain medical, analytical, and testing devices (the "Products") to Applera. A copy of the Agreement is attached hereto as Exhibit A.³

15. Under the terms of the Agreement, Delphi Medical Texas agreed to use the operations at the Houston Facility to manufacture and sell the Products to Applera and Applera agreed to purchase the Products exclusively from Delphi Medical Texas on a three-year basis. Moreover, as part of the transaction, Applera assigned to Delphi its interest in the lease for

³ The Agreement contains several exhibits which are not attached hereto. These exhibits contain pricing information, financial information, and personal employee information that are sensitive to both Applera and Delphi Medical Texas, and the information is not germane to the present Motion. Parties-in-interest that do not compete with the Debtors may request the exhibits to the Agreement, provided that such parties first execute a non-disclosure agreement acceptable to the Debtors.

the Houston Facility and Applera's work force at the Houston Facility was transitioned to Delphi Medical Texas. Delphi Medical Texas entered into the transaction because the Agreement provided a steady revenue stream and management believed that it could utilize profitably the excess capacity of the Houston Facility to sell products to additional customers.

16. Unfortunately, the manufacture of the Products for Applera proved unprofitable at the agreed prices, and alternative uses for the excess capacity at the facility did not develop as planned. As a result, the Delphi Medical Texas entity, which was created to operate the Houston Facility and whose sole function to date was to perform pursuant to the Agreement, has suffered losses at the rate of approximately \$2.5 million per year. The current term of the Agreement extends to June 6, 2008. Due to ongoing losses and the anticipation that those losses might increase through the term of the Agreement, Delphi Medical Texas has determined that it is necessary to seek an earlier termination of the Agreement and wind down operations at the Houston Facility.

17. To facilitate the closure of the Houston Facility, Delphi Medical Texas proposes to enter into the Amendment to the Agreement with Applera (the "Amendment"). A copy of the Amendment is attached hereto as Exhibit B.⁴ Under the terms of the Amendment, Delphi Medical Texas would agree to continue to manufacture and sell a set quantity of Products to Applera for a finite period of time at the Houston Facility, preventing interruption of the supply of Products while Applera procures new sources for the Products. Delphi Medical Texas expects that this wind-down period will be completed and the Houston Facility will be closed in

⁴ The Amendment contains several exhibits which are not attached hereto. These exhibits contain pricing information, financial information, and personal employee information that are sensitive to both Applera and Delphi Medical Texas, and the information is not germane to the present Motion. Parties-in-interest that do not compete with the Debtors may request the exhibits to the Amendment, provided that such parties first execute a non-disclosure agreement acceptable to the Debtors.

the first quarter of 2007. Once Delphi Medical Texas satisfies its obligations under the Amendment, Delphi Medical Texas will have no further obligations under the Agreement.

18. In consideration for the assistance of Delphi Medical Texas in the transition period, Applera has agreed to enter into the Amendment to the Agreement. The Amendment and closure of the Houston Facility provide several benefits to Delphi Medical Texas, with relatively minor attendant costs, as summarized below:

Benefit Value		Costs	
Price Increases	\$1.3 million	Net Severance Expense	\$100,000
Inventory Liquidation	up to \$5 million	Lease Expense	\$250,000
Success Fee	\$547,000		
Reduction in Operating Loss	\$2.5 million annually		
Estimated Total:	\$9.7 million		\$350,000

19. Specifically, the Amendment includes price increases that will result in reduced losses of approximately \$1.3 million through 2007. With these price increases, Delphi Medical Texas believes that it can operate on a break-even basis during the wind-down period. The Amendment also provides that Applera will purchase remaining inventory upon the closure of the Houston Facility, thus saving Delphi Medical Texas the necessity of liquidating approximately \$5 million worth of otherwise excess inventory.

20. Finally, the Amendment provides that Applera will pay Delphi Medical Texas \$547,000 as a success fee for closing the Houston Facility and relocating manufacturing operations. Of this amount, \$250,000 will be allocated to defray the expense of employee severances and \$297,000 will be allocated as retroactive price increases.

21. To close the Houston Facility, Delphi Medical Texas will be required to terminate or relocate all 35 of its employees. After applying the \$250,000 provided by Applera for this expense, the net cost to Delphi Medical Texas for severance expenses will be

approximately \$100,000. This expense is well within the terms of the ordinary course severance policy of Delphi Medical Texas, which this Court previously authorized the Debtors to continue.⁵ Delphi Medical Texas will also be required to expend approximately \$250,000 to satisfy its remaining obligations under the lease for the Houston Facility. The total cost to Delphi Medical Texas in closing its operations at the Houston Facility is thus \$350,000.

22. Following the closure of the Houston Facility, Delphi Medical Texas will be left with no assets and no further business purpose. The Amendment provides that, at the closure of the Houston Facility, Applera will purchase any remaining equipment for \$50,000. Delphi Medical Texas believes that this equipment has limited market value, and the cost of any marketing efforts would exceed amounts recovered, if any.

23. Based on arms-length negotiations between Delphi Medical Texas and Applera, Delphi Medical Texas has elected to close its operations at the Houston Facility and enter into the Amendment to the Agreement. Doing so will provide the benefits to Delphi Medical Texas described above, including: (a) price increases of \$1.3 million; (b) avoidance of inventory risk of up to \$5 million; (c) defrayal of the costs of closing the Houston Facility, including payment of \$547,000 by Applera; and (d) reduction of annual operating losses of approximately \$2.5 million. These substantial benefits are offset by a mere \$350,000 in one-time costs to close the Houston Facility.

24. In summary, entering into the Amendment and closing the Houston Facility with Applera's cooperation will reduce future losses under the Agreement, and Delphi Medical Texas believes that this course of action represents the best possible outcome. The

⁵ See Order Under 11 U.S.C. §§ 105(a), 363, 507, 1107, And 1108 (I) Authorizing Debtors To Pay Prepetition Wages And Salaries To Employees And Independent Contractors, (II) Authorizing Debtors To Pay Prepetition Benefits And Continue Maintenance Of Human Capital Benefit Programs In The Ordinary Course, And (III) Directing Banks To Honor Prepetition Checks For Payment Of Prepetition Human Capital Obligations, dated October 13, 2005 (Docket No. 0198).

Amendment follows extensive arms-length negotiations and Delphi Medical Texas' decision to enter into the Amendment represents sound business judgment. Delphi Medical Texas believes that the savings and organizational efficiency to be achieved through the closure of the Houston Facility and entry into the Amendment to the Agreement will maximize the recovery for all stakeholders and that therefore the relief sought herein should be approved.

Applicable Authority

25. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991).

26. The Second Circuit has held that, although the Bankruptcy Court sits as an "overseer of the wisdom with which the bankruptcy estate's property is being managed by the . . . debtor-in-possession," it must nevertheless resist becoming "arbiter of disputes between creditors and the estate." In re Orion Pictures Corp., 4 F.3d 1095, 1098-99 (2d Cir. 1993). The Court's consideration of a debtor's section 363(b) motion is a summary proceeding, intended merely as a means to "efficiently review the . . . debtor's decision[s] . . . in the course of the swift administration of the bankruptcy estate. It is not the time or place for prolonged discovery or a lengthy trial with disputed issues." Orion Pictures, 4 F.3d at 1098-99.

27. Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed

basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). Thereafter, "[p]arties opposing the proposed exercise of a debtor's business judgment have the burden of rebutting the presumption of validity." Id. To satisfy its burden, it is not enough for an objector simply to raise and argue an objection. Rather, an objector "is required to produce some evidence respecting its objections." Lionel, 722 F.2d at 1071.

28. As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001) (quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)).

29. Delphi Medical Texas submits that entering into the Amendment to the Agreement and closing the Houston Facility in accordance with the terms described above reflects a sound use of Delphi Medical Texas' business judgment. The Amendment will provide significant benefits, possibly amounting to \$9.7 million, to Delphi Medical Texas. These benefits are substantial when juxtaposed against the \$350,000 cost of the consolidation. Accordingly, this Court should grant the relief requested in the Motion.

Notice Of Motion

30. Notice of this Motion has been provided in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006

(Docket No. 5418). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

31. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (a) authorizing, but not directing, Delphi Medical Texas to (1) enter into an Amendment to the Contract Manufacturing Agreement with Applera, pursuant to which Delphi Medical Texas will cease manufacturing products for Applera, its sole customer, and (2) close its Houston Facility and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
November 9, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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John K. Lyons (JL 4951)
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- and -

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Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A

CONTRACT MANUFACTURING AGREEMENT

THIS CONTRACT MANUFACTURING AGREEMENT ("**Agreement**") is dated as of June 6, 2005 (the "**Effective Date**"), and is by and between APPLERA CORPORATION, a Delaware corporation, acting by and through its Applied Biosystems Group ("**Customer**"), and DELPHI MEDICAL SYSTEMS TEXAS CORPORATION, a Delaware corporation ("**Delphi**") (collectively the "**Parties**," and each individually a "**Party**"), based upon the following recitals.

A. Customer has designed the instruments and other products described on Exhibit 1 to this Agreement (collectively, the "Products") and currently manufactures such products at Customer's leased facility in Houston, Texas located at 13215 N. Promenade Blvd., Stafford, TX 77477 (the "Houston Facility"), the lease for which is being assigned and transferred to Delphi concurrently with the execution and delivery of this Agreement.

B. Customer and Delphi desire that Delphi manufacture the Products described on Exhibit 1 and that Delphi sell the Products exclusively to Customer and Customer purchase the Products from Delphi, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following words, when capitalized, have the meanings set forth below:

- 1.1 "**Aggregate Purchase Value Shortfall**" has the meaning set forth in Section 3.1(b).
- 1.2 "**Affiliate**{ XE "Affiliate"}" means any business or other entity which is directly or indirectly controlling, controlled by or under common control with the specified entity, and control means direct or indirect ownership or actual control of at least fifty percent (50%) of the voting shares or other equity interest having power to elect directors or persons performing a similar function.
- 1.3 "**Beginning Forecast**{ XE "Beginning Forecast"}" has the meaning set forth in Section 2.3(a).
- 1.4 "**Confidential Information**{ XE "Confidential Information"}" means any and all information which a Party treats as confidential, whether the information is in oral, written, graphic or electronic form; provided that (a) if the information is in writing or other tangible form, it is clearly marked as "proprietary" or "confidential" when disclosed to the Receiving Party by the Disclosing Party or (b) if the information is not in tangible form, it (i) is identified as "proprietary" or "confidential" when disclosed by the Disclosing Party and (ii) is identified in

reasonable detail in a writing which is marked "proprietary" or "confidential" and is delivered to the Receiving Party within thirty (30) days after the date of disclosure by the Disclosing Party to the Receiving Party. Notwithstanding the foregoing, subject to the immediately following sentence, Customer Confidential Information includes, whether or not marked or identified as confidential, (A) the identity of customers of Customer, (B) pricing and other terms of this Agreement, (C) all Specifications, designs, plans, schematics, component and parts lists and other technical information relating to the Products and (D) comments and complaints regarding the Products. Confidential Information excludes any information, data or material which (a) the Disclosing Party expressly agrees in writing is free of any non-disclosure obligations; (b) is independently developed by the Receiving Party or its Affiliates without reference to the Confidential Information of the Disclosing Party (as evidenced by documentation in the Receiving Party's possession); (c) is lawfully received by the Receiving Party or its Affiliates, free of any non-disclosure obligations, from a third Party having the right to so furnish the applicable Confidential Information; or (d) is or becomes generally available to the public without any breach of this Agreement or unauthorized disclosure of Confidential Information by the Receiving Party or any of its Affiliates.

- 1.5 "Customer{ XE "Customer"}" has the meaning set forth in the Preamble to this Agreement.
- 1.6 "Defective Products{ XE "Defective Products"}" has the meaning set forth in Section 10.2.
- 1.7 "Delphi{ XE "Delphi"}" has the meaning set forth in the Preamble to this Agreement.
- 1.8 "Disclosing Party{ XE "Disclosing Party"}" has the meaning set forth in Section 18.2.
- 1.9 "Firm Order Commitment" has the meaning set forth in Section 2.2.2.
- 1.10 "Force Majeure{ XE "Force Majeure"}" has the meaning set forth in Section 15.1.
- 1.11 "Infringing Unit{ XE "Infringing Unit"}" has the meaning set forth in Section 8.5.
- 1.12 "Intellectual Property{ XE "Intellectual Property"}" means all intellectual property rights worldwide arising under statutory or common law, whether or not perfected, including, without limitation, all (1) patents, patent applications and patent rights; (2) divisions, continuations, continuations-in-part, renewals, reissues, re-examinations, continuing prosecutions, and extensions of the foregoing existing at a time in question, or thereafter filed, issued or acquired; (3)

rights associated with works of authorship including copyrights, copyright applications, copyright registrations, and derivative works; (4) Confidential Information and other proprietary technical or business information that is not generally available to the public; and (5) any right analogous to those specifically set forth in this definition and any other rights relating to intellectual property (other than trademark, trade dress, or service mark rights).

- 1.13 “Losses{ XE “Losses”}” has the meaning set forth in Section 11.1.
- 1.14 “Non-Income Taxes{ XE “Non-Income Taxes”}” has the meaning set forth in Section 5.5.
- 1.15 “Party” and “Parties{ XE “Party” and “Parties”}” each have the meaning set forth in the Preamble to this Agreement.
- 1.16 “Production Year{ XE “Production”}” means, for the first Production Year, the twelve (12) month period beginning on the Start of Production, and for all subsequent Production Years during the term of this Agreement, the twelve (12) month period beginning on the anniversary of the Start of Production.
- 1.17 “Products{ XE “Products”}” means the products identified in Exhibit 1, and (ii) Service Parts (as defined in Section 13.1), including without limitation refurbished Products.
- 1.18 “Receiving Party{ XE “Receiving Party”}” has the meaning set forth in Section 18.2.
- 1.19 “Rolling Forecast{ XE “Rolling Forecast”}” has the meaning set forth in Section 2.2.2.
- 1.20 “Service Parts{ XE “Service Parts”}” has the meaning set forth in Article 13.
- 1.21 “Shortfall Invoice{ XE “Shortfall Invoice”}” has the meaning set forth in Section 3.1(c).
- 1.22 “Specifications{ XE “Specifications”}” means the specifications for the Products as identified on Exhibit 2 to this Agreement.
- 1.23 “Start of Production{ XE “Start of Production”}” means the Effective Date, which is the date of the closing of the transaction between Delphi and Customer in which, among other actions, the lease of the Houston Facility is assigned and assumed by Delphi and the closing of the sale of certain manufacturing equipment and other assets of the Houston Facility is consummated. 1.24 “Term” means the original three year term of the Agreement set forth in Section 17.1, and any extended term of this Agreement implemented pursuant to Section 17.1 or by Agreement of the Parties.

- 1.25 "Third Party" means any person or entity except Delphi or Customer and their respective Affiliates.

ARTICLE 2. PURCHASE AND SUPPLY, FORECASTS AND PURCHASE ORDERS

2.1. Purchase and Supply.

During the Term, Customer agrees to exclusively purchase from Delphi, and Delphi agrees to exclusively supply to Customer, one hundred percent (100%) of Customer's requirements for the Products, excluding off the shelf replacement parts that are generally available commercially, all in accordance with the terms of this Agreement. For the avoidance of doubt, Customer may order off the shelf replacement parts that are generally available commercially from Delphi pursuant to this Agreement, but is not required to order from Delphi 100% or any other percent or amount of such replacement parts. Delphi shall not sell Products or components thereof to any person or entity other than Customer or persons designated by Customer in writing, provided that the foregoing shall not preclude Delphi from selling to Third Parties individual Service Parts that are generally available commercially and are not proprietary to Customer.

2.2. Forecasts; Purchase Orders.

2.2.1 **Beginning Forecast.** Exhibit 3 sets forth Customer's estimated purchase volumes for each type of Product on a monthly basis for the one (1) year period commencing upon the Start of Production (the "Beginning Forecast{ XE "Beginning Forecast"}"). The aggregate purchase volume for each type of Product set forth in the Beginning Forecast for the first thirteen (13) weeks of the Beginning Forecast, stated in monthly volumes, shall constitute a firm commitment, for which Customer agrees to issue purchase orders as set forth in Section 2.2.3 below, which is not subject to revision by subsequent Rolling Forecasts. The remainder of the Beginning Forecast is for planning purposes only and is not binding on either Party.

2.2.2 **Rolling 12-Month Forecast.** On approximately the first day of each month after the Start of Production, Customer shall deliver to Delphi a rolling twelve (12) month non-binding estimated forecast of purchases of each type Product on a monthly basis (each, a "Rolling Forecast{ XE "Rolling Forecast"}"). It is Customer's intent, but it is not a requirement, to update the Rolling Forecast on a weekly basis. The purchase volume set forth in each Rolling Forecast for the initial thirteen (13) week period of each Rolling Forecast, stated in monthly volumes (each, a "Firm Order Commitment"), shall constitute a firm commitment for which Customer agrees to issue purchase orders as set forth in Section 2.2.3 below and which is not subject to reduction or increase by subsequent Rolling Forecasts (provided that Customer may order Products in addition to those set forth in a Firm Order Commitment as provided in Sections 2.4 and

6.3). If Customer does not provide an updated Rolling Forecast within ten (10) days after the beginning of any month, then Delphi shall use the most recent forecast provided by Customer as the then-applicable Rolling Forecast, including for the purposes of determining the then applicable thirteen (13) week Firm Order Commitment. Customer shall use reasonable efforts to provide Delphi with reasonable advance notice of any special forecasts, or any unique demand increases or decreases for the Products. The remainder (beyond the first thirteen (13) weeks) of any Rolling Forecast is for planning purposes only and is not be binding on either Party.

2.2.3 **Submittal of Purchase Orders; Delivery Dates.** Customer shall submit purchase orders to Delphi for the volume of Products set forth in the applicable Firm Order Commitment, and Delphi shall accept purchase orders from Customer submitted in accordance with this Agreement. Purchase orders may be issued by mail, facsimile or (upon mutual agreement of the Parties) electronic data interchange. Customer may order Products subject to each Firm Order Commitment for delivery any time during the month in which delivery of the Products was committed or within ten (10) days after the end of such month, provided that, as set forth in Section 6.3, Delphi shall not be required to deliver any such Product sooner than fifteen (15) calendar days after delivery of Customer's purchase order to Delphi, except, with respect to Service Parts, as set forth in Section 2.2.4, and except that during the last ten (10) calendar days of any month, Customer may designate a delivery date on a purchase order for Products subject to a Firm Order Commitment for such month that is no sooner than five (5) days from the date of the purchase order, or a shipment date that is no sooner then two (2) days from the date of the purchase order. Delphi shall fill all purchase orders for committed volumes by no later than the delivery dates set forth in Customer's orders, subject to the preceding sentence. Any such Product delivered within ten (10) after the end of a month, if identified by Customer as counting toward the prior month commitment, shall still be counted as designated for delivery during the previous month's committed forecast notwithstanding that delivery has been deferred and notwithstanding that Delphi may not invoice for the Product until the Product has been shipped.

2.2.4 **Special Order Process for Service Parts.**

2.2.4.1 **General Description.** Service Parts (but not Products that are completed instruments) shall be ordered under Customer's JIT ("just in time") program, except to the extent Customer otherwise instructs Delphi in writing. Customer's JIT Program is a just-in-time system of purchasing. Under the JIT Program, Delphi must supply JIT Inventory to Customer on a frequent basis as instructed via the JIT Report. Time is of the essence in the JIT Program.

Delphi ships the product via Customer's designated carrier, FOB Supplier's location, using a carrier account number as provided to Delphi by Customer.

2.2.4.2 JIT Inventory. The items of JIT Inventory to be supplied under this Agreement are parts and components of Products that are instruments.

2.2.4.3 JIT Ordering. Customer issues the JIT Report (a sample of which is found in Exhibit 2.2.4.3 hereto) on the first business day of each week on Customer's Vendor Self Service ("VSS") web site at <https://vss.appliedbiosystems.com/>. Each JIT Report, which Delphi must promptly access, states the amount of JIT Inventory required by Customer. In the event that VSS is inaccessible, Delphi must contact Customer without delay to obtain the JIT Report by other means. The JIT Report, under "PAST DUE QTY," states the amount of JIT Inventory that Delphi must ship to Customer for delivery no later than the next day. In addition, Delphi must ship to Customer any PAC Inventory requirements shown in the column entitled "WK1 QTY" for delivery to Customer by the end of the then current business week.

2.2.4.4 Limitation of Liability for Inventory. Inventory requirements are based on Customer's actual demand and Delphi has been engaged by Customer to provide Inventory in volumes strictly regulated to conform to Customer's actual demand. Delphi accepts the responsibility to manage Inventory so as to have a sufficient amount available to meet Customer's immediate JIT Report and Safety Stock requirements set forth in Section 2.2.4.5, while acting at all times consistent with the goal of eliminating excess Inventory upon termination of this Agreement. Notwithstanding the forecast components of the JIT Reports and any steps taken by Delphi in response to any Customer forecasts, Delphi agrees that Customer's entire liability to Delphi for Inventory, Safety Stock and Inventory-related expenditures shall, at any given time, not exceed the value of the sum of the first thirteen (13) weeks worth of forecasted requirements as provided by the most recently issued JIT Report (the "Thirteen Week Commitment"). Any expenditures, including without limitation commitments to third parties, made by Delphi that obligate Delphi beyond the Thirteen Week Commitment shall be at Delphi's sole risk and expense unless otherwise agreed in writing by a duly authorized representative of each Party. The Thirteen Week Commitment shall not apply in case of and upon termination by Customer under Section 2.2.4.6 below, in which case Customer shall at termination have no further liability for

Inventory, Safety Stock, and Inventory-related expenditures beyond payment for Inventory actually consumed by Customer as of the effective date of termination for cause.

2.2.4.5 Safety Stock. Delphi shall at all times maintain a Safety-Stock of Inventory in an amount that is equal to the sum of the first twelve (12) weeks of requirements shown within the most recent JIT Report, divided by twelve (12). This Safety-Stock is to be and remain separate and distinct from Inventory held at Customer facilities and shall be stored by Delphi.

2.2.4.6 JIT Program Representation. Customer represents that the JIT terms set forth above in this Section 2.2.4 are the same in all material respects as the JIT terms that are in effect with Delphi's Colorado Affiliate with respect to parts that are supplied to Customer by such affiliate, which terms were the terms that Customer entered into with Peak Industries, a company that Delphi acquired. In the event that the foregoing representation is incorrect, Customer will modify the terms of this Section 2.2.4 to make them consistent with the terms applicable to such purchases from Delphi's Colorado Affiliate, except to the extent Delphi otherwise agrees.

2.3 [Intentionally Left Blank.]

2.4 Non-standard Orders. Delphi shall use commercially reasonable efforts to fill any purchase orders in excess of those that Delphi is required to fill pursuant to Sections 2.2.3 or 2.2.4 at the time requested by Customer, provided that Delphi shall not be deemed in breach of this Agreement if despite reasonable efforts it does not fill any such excess purchase orders earlier than ninety (90) days after the date of its receipt of the order. Notwithstanding the foregoing, as more fully set forth in Section 6.3, if Delphi may incur additional costs to fill any such excess purchase orders in accordance with this Section 2.4, Delphi shall provide a written estimate of the additional costs to Customer, and Delphi shall have no obligation to fulfill the applicable purchase order unless the Parties mutually agree in writing upon the amount of the additional costs which shall be paid to Delphi.

2.5 Conflicting Terms Void; Modifications. All purchase orders issued and sales of Products implemented under this Agreement shall be deemed to incorporate and be governed exclusively by the terms and conditions of this Agreement, unless otherwise agreed in a writing signed by both of the Parties by an officer of the rank of Vice President or higher, or an employee specifically designated in writing as by an officer of the rank of Vice President or higher as authorized to amend the terms of this Agreement. Any terms contained in any quotation, purchase order, confirmation, invoice or other document which are different from, or in addition to, the terms of this Agreement shall be deemed void and of no effect, unless

otherwise agreed in a writing signed by both of the Parties as set forth above in this Section 2.5. Performance by Delphi under a purchase order which incorporates terms which are in addition to, or different than, those set forth in this Agreement shall not constitute acceptance of such different or additional terms, and receipt or acceptance by Customer of Products under a quotation or other document that incorporates terms which are in addition to, or different than, those set forth in this Agreement shall not constitute acceptance of such different or additional terms.

- 2.6 **Compliance with Law.** Delphi shall, at its own cost and expense, comply with all applicable laws and regulations in connection with its performance hereunder, and shall secure and maintain any and all licenses, permits, and other authorizations which may be required in connection with its performance under this Agreement.
- 2.7 **Ordering of Lasers from Laser Export Company, Ltd.** Delphi will use reasonable efforts to work out and agree to an arrangement with MDS, Inc. for the ordering of lasers from Laser Export Company, Ltd. through MDS, Inc. and pumps from Varian.
- 2.8 **Use of Excess Inventory.** Delphi agrees to purchase from Customer, at Customer's book value, and use, or if already purchased, Delphi agrees to use, Houston Facility inventory on hand as of the date of this Agreement when such inventory is needed to manufacture or supply Products to Customer under this Agreement before Delphi purchases and uses any like kind of inventory from any Third Party. Delphi agrees to be responsible for maintaining any such inventory in good order and repair, and shall be responsible for any damage or loss of such inventory. Any such inventory which is lost or damaged shall be deemed purchased and used by Delphi, if not already purchased, or used if already purchased but not yet paid for.

ARTICLE 3. PRICES AND PAYMENTS

3.1 Product Pricing.

- (a) **Sale Terms.** Delphi shall sell the Products to Customer at the prices which are listed in **Exhibit 1** to this Agreement. The prices for the Products listed on **Exhibit 1** as of the Effective Date are based on the Specifications; changes in the Product specifications may result in mutually-agreeable changes to Product prices. Delphi shall have no obligation to implement any changes to a Product unless Delphi and Customer agree upon changes to the Product price, or that the Product price need not change.
- (b) **Shortfall Payments.** To the extent that the aggregate purchase value (i.e., applicable Product pricing multiplied by actual order volumes, including

without limitation, for the avoidance of doubt, for software products, Service Parts and refurbished Products) of Customer orders for delivery of Products in any Production Year are less than the minimum aggregate purchase value of Products for such Production Year set forth in Exhibit 1 under the caption "Minimum Aggregate Purchase Value of Products" (an "Aggregate Purchase Value Shortfall") with respect to the Production Year in question, Customer shall pay to Delphi a shortfall payment equal to fifteen percent (15%) of the Aggregate Purchase Value Shortfall, provided, however, that Customer shall not be required to pay any such shortfall payment to the extent that such Aggregate Purchase Value Shortfall is caused by Delphi's breach of this Agreement or a Force Majeure event. In addition, Customer shall not be required to pay any such shortfall payment with respect to any Production Year during which (i) Delphi fails to deliver more than ten (10) shipments (each shipment being the aggregate of one or more Products that have been loaded for delivery on one vehicle, plane or ship) within thirty (30) days of the date such shipments were otherwise required to be delivered under this Agreement or (ii) any other material breach by Delphi of this Agreement that is not curable or which, if is capable of being cured, is not cured within fifteen (15) days after the end of the informal dispute resolution process set forth in Section 17.2.

- (c) **Shortfall Invoice.** Following the end of each Production Year in which a payment under Section 3.1(b) is due, Delphi shall deliver to Customer an invoice (with reasonable supporting documentation) setting forth payments due to Delphi pursuant to Section 3.1(b) of this Agreement (the "**Shortfall Invoice**{ XE "**Shortfall Invoice**"}"). Within thirty (30) days after Customer receives the Shortfall Invoice and reasonable supporting documentation, Customer shall pay all amounts due under Section 3.1(b). If Customer disputes any amount which Delphi claims to be due under the Shortfall Notice, Customer may object in writing to any amount which Customer reasonably believes exceeds the actual amount owed to Delphi. For a period not to exceed thirty (30) days after Delphi receives Customer's objection notice, the Parties shall exchange relevant information and diligently attempt in good faith to determine the appropriate amount due under Section 3.1(b). Within ten (10) business days after the conclusion of the negotiating period, Customer shall pay the agreed-upon balance of the Shortfall Invoice. Any amount which then remains in dispute shall be resolved in accordance with Section 17.2 of this Agreement.

ARTICLE 4. POST CLOSING ACCESS TO SPECIFICATIONS

- 4.1 At any time during the term of this Agreement and for a period of one (1) year thereafter, Delphi shall afford Customer reasonable access to the Specifications as in effect on the Effective Date and as they may be modified from time to time after the Closing, together with any Confidential Information of Customer

obtained by Delphi or under Delphi's control. At any time during the term of this Agreement and for a period of one (1) year thereafter, Delphi also shall afford Customer reasonable access to such technical, process, manufacturing method and other information, including without limitation sources of supplies of raw materials and costs thereof, relating to the manufacture and supply of Products as Customer may reasonable request from time to time, excluding any such information that is proprietary or confidential information of Delphi that is materially different than any technical, process, manufacturing method or other such information that was in effect or practiced by Customer at the Houston Facility immediately prior to the Start of Production.

4.2 At Customer's expense, Delphi agrees to make and deliver to Customer one or more electronic or paper copies of any or all the foregoing documents from time to time at Customer's request.

4.3 If requested by Customer within one (1) year after the termination of this Agreement for any reason except the material breach of this Agreement by Customer, or within one (1) year after the sale by Customer of any product line or business that includes any Product to any Third Party, Delphi will make reasonable efforts to instruct Customer or persons or entities designated by Customer in the means and methods of manufacturing and supplying Products or any of them to assist Customer or such designee or designees in learning how to effectively manufacture Products or any of them, and will respond to Customer's or such designees reasonable questions to such end. Customer agrees to reimburse Delphi any reasonable out of pocket costs of giving such instructions or responding to such requests, and to compensate Delphi for time spent in giving such instructions or responding to such requests on an hourly basis at Delphi's then prevailing commercial rates for such services or, if no such rates are then in existence, at reasonable hourly rates. Any such instruction will be given at times and places reasonably acceptable to Delphi. Delphi shall not be required to unreasonably interfere with its business to furnish such instructions or respond to such questions.

ARTICLE 5. PAYMENT

- 5.1 **Wire Transfer.** Payment for Products shall be made by Customer by means of a bank wire transfer of immediately available funds in U.S. Dollars to the Delphi account number provided to Customer by Delphi.
- 5.2 **Payment Terms.** Customer shall make all payments for amounts due within 30 days after the date of Delphi's invoice. Delphi may only deliver an invoice for a Product after the Product has been shipped to Customer or Customer's designee.
- 5.3 **Late Payment.** All amounts not paid when due shall bear interest from the due date at the rate of three quarters of one percent (0.75%) per month from the due date until paid. Delphi's right to receive interest on late payments will not limit

or waive any of Delphi's other rights and remedies with respect to any failure by Customer to make a payment when due.

- 5.4 **Tax Liability.** Customer is liable for Non-Income Taxes (as defined below) applicable to goods and services sold to Customer by Delphi. Delphi shall invoice and Customer shall pay the Non-Income Taxes that Customer is liable for unless Customer has provided Delphi with a valid certificate evidencing Customer's exemption from payment of or liability for such Non-Income Taxes. Invoices shall separately state applicable Non-Income Taxes as required by law. "Non-Income Taxes" ~~XE~~ "Non-Income Taxes" means any federal, state and local sales, use, excise, utility, consumption, value-added and other similar types of transaction based taxes assessed on the provision of goods and services. For the avoidance of doubt, Non-Income Taxes excludes real and personal (including inventory) property taxes, and taxes based on income to Delphi.

ARTICLE 6. DELIVERY

- 6.1 **Delivery Terms.** All Products shall be sold FOB Delphi's manufacturing facility in Houston, Texas, unless agreed otherwise in writing by the Parties. Title and risk of loss shall pass to Customer upon loading on the carrier at Delphi's manufacturing facility. Delphi shall use carriers designated by Customer if requested by Customer, and shall use reasonable forms and procedures requested by Customer. Delphi will deliver Products to the locations set forth in Customer's purchase orders, or as otherwise directed by Customer in writing. Without limiting the foregoing, Delphi will "drop ship" Products directly to Customer's customers if requested by Customer, provided that Customer pays all reasonable freight charges incurred in accordance with this Agreement.
- 6.2 **Packaging.** Delphi at its expense shall pack and mark the Products, and pack, mark and label shipments, in accordance with the Specifications and in accordance with applicable law and the carrier's requirements.
- 6.3 **Lead Times; Expedited Delivery.** Except as may be otherwise agreed in any particular case in writing, all Customer purchase orders shall specify a date of delivery of the Products. Although Customer may order Products with less than three (3) months lead time (based on the date that a Product first appears on a Firm Order Commitment), in no event shall Delphi be required to ship any Product sooner than seventy (70) days following the date such Product first appears on a Firm Order Commitment, except as set forth in Section 2.2.4 with respect to Service Parts. In the case of any other order for which Customer requests delivery of Products with less than three (3) months lead time, Delphi shall determine whether the expedited production or shipping can be completed, and advise Customer as to the earliest practicable delivery date and advise Customer in writing of any excess costs that Delphi in good faith expects to incur in filling any such non-standard order. All such extra costs identified in writing by Delphi to Customer prior to Customer instructing Delphi in writing to proceed

with the expedited order, if any, of fulfilling expedited delivery time orders under this Section 6.3 shall be paid by Customer to Delphi within thirty (30) days after Customer receives an invoice for such costs. Customer shall not be liable to Delphi for any such extra costs unless it instructs Delphi in writing to deliver the non-standard order after Delphi has advised Customer in writing of such costs. Although Delphi shall be under no obligation to deliver Products earlier than required by this Section 6.3, if Delphi agrees to fill a purchase order on an expedited basis, delivery of the Product on the delivery date agreed to by Delphi and Customer shall be required under this Agreement.

- 6.4 **Late Delivery.** Time is of the essence with respect to all Product shipments. Delphi shall report delays in shipment immediately to Customers. If Delphi fails to make delivery of a Product within thirty (30) days after the delivery date required by this Agreement or any other delivery date mutually agreed to in writing, or if on account of late delivery by Delphi Customer's customer cancels its order with Customer, then Customer may cancel the purchase order for such Products that has not been delivered by the specified delivery date by notifying Delphi in writing, and, without limitation of any other right or remedy Customer may have, deduct the aggregate purchase value (i.e., purchase price times volume) of such portion of the purchase order not delivered from the aggregate purchase value described in Section 3.1(b) with respect to the Production Year in which the delivery date specified by Customer falls.

ARTICLE 7. INCORRECT QUANTITIES OR TYPE

- 7.1 **Discrepancy.** If Customer discovers any discrepancy between (i) the quantity or type of Products ordered by Customer and that received by Customer or (ii) the quantity or type of Products invoiced by Delphi and that received by Customer, Customer shall notify Delphi of the discrepancy as promptly as reasonably feasible.
- 7.2 **Shortage.** If the discrepancy is a shortage, Delphi shall, at Customer's option, (i) adjust the invoice, (ii) make a cash refund to adjust for the shortage, or (iii) as quickly as commercially and reasonably practicable, supply the number of units in the applicable shortage to Customer. Delphi shall be entitled to any insurance proceeds paid to Customer in respect of a shortage for which Delphi replaces units or compensates Customer, provided that the foregoing shall not be deemed to require Customer to carry any particular insurance or make an insurance claim.
- 7.3 **Overage.** If there is an overage in any shipment, Customer shall, promptly after learning of the overage, inform Delphi whether Customer will either (i) keep the excess quantity and pay the amount invoiced or the amount to be invoiced if the invoice did not reflect the excess, or (ii) dispose of the excess Products in accordance with Delphi's instructions, in which case all reasonable costs and expenses incurred by Customer in complying with Delphi's instructions shall be promptly reimbursed by Delphi.

- 7.4 **Non-Conformity.** If the discrepancy is non-conformity as to type, Customer shall, at Delphi's election, return the non-conforming Products to Delphi at Delphi's expense and Delphi shall, upon at Customer's discretion, (i) supply Customer with the conforming Products at its own expense, (ii) refund the purchase price and reasonable expenses for returned non-conforming Products, or (iii) settle such discrepancy in such other manner as agreed upon between Customer and Delphi, all without limitation of any other right or remedy Customer may have. If Customer and Delphi agree to exercise option (i) above, Delphi shall use commercially reasonable efforts to supply conforming Products as soon as reasonably possible and Delphi shall advise Customer of the earliest practicable delivery date.
- 7.5 **Substantiation of Claims.** For purposes of verifying and substantiating any claim(s) or compensation made by Customer under Article 7 of this Agreement, Customer shall provide to Delphi reasonable access during normal business hours to Customer's premises and such then available information as Delphi reasonably requests, subject to reasonable confidentiality, security and safety procedures imposed by Customer.

ARTICLE 8. PRODUCT DEVELOPMENT AND INTELLECTUAL PROPERTY

- 8.1 **Development by Customer.** Customer and Delphi acknowledge and agree that the Products, as identified on Exhibit 1 to this Agreement, and the Specifications for the Products, as identified on Exhibit 2 to this Agreement, have been developed by Customer prior to the date of this Agreement and that Delphi has no responsibility for historical development of the Products or the Specifications.
- 8.2 **Independent Ownership of Intellectual Property.** Each Party is and remains the owner of its Intellectual Property, and, except as specifically set forth in Article 8 of this Agreement, no license or other rights, either express or implied, are granted or are to be construed as being granted by either one Party to the other Party, whether express, implied, or by estoppel, to any Intellectual Property, or to trademark, trade dress, or service mark rights, owned, used, licensed to, or otherwise controlled by, a Party, except solely as expressly set forth in this Agreement.
- 8.3 **License for Production.** Customer grants Delphi a non-exclusive, perpetual, royalty-free, worldwide license to use the Specifications and Customer's other Intellectual Property required for the manufacture, distribution and sale of the Products to the extent and only to the extent required by Delphi to manufacture and deliver Products to Customer under this Agreement. No rights to Intellectual Property, trademark, trade dress, or service mark rights, the Products or their use is granted by Customer to Delphi under this Agreement, except the right to manufacture as set forth in the preceding sentence.

8.4 **Infringement Claims**

8.4.1 **Intellectual Property Indemnity by Customer.** Subject to the restrictions set forth in this Section 8.4.1, provided Delphi complies with its covenants and obligations set forth in this Section 8.4.1, and provided the Product meets the Specifications applicable to it and that the infringement claims does not arise on account manufacturing means and methods not used by Customer in the manufacture of the Product immediately prior to the date of this Agreement, Customer, at its own expense, agrees to defend Delphi, and indemnify and hold harmless Delphi from and against any infringement damages awarded, in any suit or legal proceeding that may be brought by a Third Party against Delphi, Delphi Affiliates, or their respective officers, directors, employees and agents ("Delphi Indemnitees") to the extent arising from (i) the infringement of Intellectual Property rights of any Third Party on account of (a) the manufacture or sale to Customer of Products by Delphi, provided that Delphi gives Customer prompt written notice of any written claim or threat received by Delphi subject to Customer's indemnity set forth in this Section 8.4.1; and provided further that the failure to deliver prompt written notice to Customer within a reasonable time after the commencement of any such action, if materially prejudicial to its ability to defend such action, will relieve Customer of any obligation to the Indemnatee under this Section 8.4.1, but the failure to give such notice shall not relieve the Customer of any obligation to the Indemnitees under this Section 8.4.1 unless the delay is materially prejudicial to its ability to defend such action. Customer will have the sole right to control and conduct the defense and/or settlement of such indemnified claim, suit or legal proceeding either in the name of Customer or Delphi or both; and Delphi, at Customer's request, and at Customer's expense with respect to reasonable out of pocket expenses paid to Third Parties incurred by Delphi, will provide relevant information and reasonable cooperation. A Delphi Indemnatee will have the right to retain its own counsel, with the fees and expenses to be paid by Customer if representation of such Indemnatee by the counsel retained by Customer would be inappropriate due to actual or potential differing interests between the Indemnatee and any other Party represented by such counsel in such proceeding. Upon any judgment of infringement, or prior thereto in Customer's sole discretion, Customer will use commercially reasonable efforts to either procure for Delphi the right to continue to use the Product, replace the Product claimed to infringe with other suitable non-infringing Product, or modify said Product so that it becomes non-infringing. The foregoing indemnity fully defines Customer's obligations for infringement of the intellectual property rights of others; and the remedies provided above in this Section 8.4.1 are the sole and exclusive remedies of Delphi for patent or other intellectual property infringement. Notwithstanding anything contained in

this Section 8.4.1 to the contrary, Customer's obligations set forth in this Section 8.4.1 will not apply to:

- (a) an infringement claim to the extent resulting from additions or changes in or to the Product made solely by Delphi or any Third Party under Delphi's control or from use in combination with other equipment or products not contemplated herein;
- (b) an infringement claim that is settled without the consent of Customer; or
- (c) an infringement claim to the extent resulting from compliance by Customer with modifications furnished, required or requested by Delphi.

8.4.2 **Intellectual Property Indemnity by Delphi.** Subject to the restrictions set forth in this Section 8.4.2, provided Customer complies with its covenants and obligations set forth in this Section 8.4.1, Delphi, at its own expense, agrees to defend Customer, and indemnify and hold harmless Customer from and against any infringement damages awarded, in any suit or legal proceeding that may be brought by a Third Party against Customer, Customer Affiliates, or their respective officers, directors, employees and agents ("Customer Indemnitees") to the extent arising from the infringement of Intellectual Property rights of any Third Party on account of the manufacture or sale of Products using designs not furnished or expressly approved in writing by Customer or methods not furnished or used by Customer immediately prior to the date of this Agreement, provided that Customer gives Delphi prompt written notice of any written claim or threat received by Customer subject to Delphi's indemnity set forth in this Section 8.4.1; and provided further that the failure to deliver prompt written notice to Delphi within a reasonable time after the commencement of any such action, if materially prejudicial to its ability to defend such action, will relieve Delphi of any obligation to the Indemnitee under this Section 8.4.1, but the failure to give such notice shall not relieve Delphi of any obligation to the Indemnitees under this Section 8.4.1 unless the delay is materially prejudicial to its ability to defend such action. Delphi will have the sole right to control and conduct the defense and/or settlement of such indemnified claims, suit or legal proceeding either in the name of Customer or Customer or both; and Customer, at Delphi's request, and at Delphi's expense with respect to reasonable out of pocket expenses paid to Third Parties incurred by Customer, will provide relevant information and reasonable cooperation. A Customer Indemnitee will have the right to retain its own counsel, with the fees and expenses to be paid by Delphi if representation of such Indemnitee by the counsel retained by Delphi would be inappropriate due to actual or potential differing interests between the Indemnitee and any other Party represented by such counsel in such proceeding. Upon any judgment of infringement, or prior

thereto in Delphi's sole discretion, Delphi will use commercially reasonable efforts to procure for Customer the right to continue to use the Product, or, with Customer's consent, which will not be unreasonably withheld, (a) replace the Product claimed to infringe with other suitable non-infringing Product or (b) modify said Product so that it becomes non-infringing. The foregoing indemnity fully defines Delphi's obligations for infringement of the intellectual property rights of others; and the remedies provided above in this Section 8.4.1 are the sole and exclusive remedies of Customer for patent or other intellectual property infringement. Notwithstanding anything contained in this Section 8.4.1 to the contrary, Customer's obligations set forth in this Section 8.4.1 will not apply to:

- (a) an infringement claim to the extent resulting from additions or changes in or to the Product made solely by Customer or any Third Party under Customer's control or from use in combination with other equipment or products not contemplated herein;
- (b) an infringement claim that is settled without the consent of Delphi; or
- (c) an infringement claim to the extent resulting from compliance by Delphi with modifications furnished, required, approved or requested by Customer.

8.5 **Right to Use; Re-Design.** If Customer or any final, non-appealable judgment of a court of competent jurisdiction determines that any Product or individual component of any Product (each, an "Infringing Unit" { XE "Infringing Unit" }) infringes on any patents, trademarks, copyrights, industrial design rights, or other proprietary rights, or by misuse or misappropriation of trade secrets, then, in addition to the obligations set forth in Section 8.4, Customer shall, at its expense, use commercially reasonable efforts to either: (i) secure the rights to manufacture, sell and use the allegedly Infringing Unit; (ii) replace or modify the Infringing Unit with a non-infringing product without material degradation in performance, features, functions or quality, or with a mutually agreeable amount of degradation in performance, features, functions or quality; or (iii) if, in the sole judgment and discretion of Customer, none of the foregoing alternatives is reasonably available, Customer shall notify Delphi to discontinue manufacturing the Infringing Unit, but only to the extent necessary to avoid the infringement, and in the case of this clause (iii) Customer shall not be liable for any indemnification beyond Delphi's inventory of Infringing Units and work in process on hand at the time of such notification, provided that no such discontinuance shall reduce the Minimum Aggregate Purchase Value of Product set forth on Exhibit 1 with respect to any period, and Customer shall reimburse Delphi for any material and labor costs incurred by Delphi that cannot be mitigated for inventory or WIP committed to the manufacture of such Infringing Unit..

- 8.6 **Customer Trademarks.** Delphi acknowledges that all trademarks, trade names and trade dress of Customer ("Customer Trademarks") that may be affixed to the Product and/or Product literature are the property of Customer, and Delphi will not claim or obtain any rights in the Customer Trademarks. Delphi will take no action that will in any way impair Customer's right, title and interest in and to the Customer Trademarks, and except as expressly set forth in this Agreement, will not use for its own benefit or for the benefit of any Party other than Customer, the Customer Trademarks or any confusingly similar trademarks, trade names or trade dress during or after the term of this Agreement.

ARTICLE 9. VIOLATIONS, COMPLAINTS AND NOTIFICATION; PRODUCTION RECORDS

9.1 **Notification of Violations.**

- (a) Each Party shall notify the other Party immediately in writing if a Party becomes aware of any defect or condition which renders the Product in violation of the Food, Drug and Cosmetic Act or any other applicable law or of any action by a regulatory agency making any such claim.
- (b) Customer shall be responsible for notifying the appropriate federal, state and local governmental authorities of any complaints it receives and any adverse events or other occurrences of which it has knowledge regarding the Products which are required to be so reported.
- (c) Delphi shall provide Customer with any information Delphi receives regarding customer complaints or any such other occurrences with respect to Products. To the extent required by law, Customer will provide Delphi with information Customer receives regarding customer complaints of comments with respect to Products. Customer shall be responsible for evaluating all complaints it receives from Delphi with respect to Products and Customer shall determine what response, if any, to make. Customer shall be responsible for evaluating and responding to all other complaints it receives, and for notifying Delphi of Customer's response. Delphi shall evaluate and respond to Customer with respect to complaints it receives from Customer or Third Party, and use reasonable efforts to work with Customer to resolve any such complaints or comments.

- 9.2 **Inspections by Customer.** Solely for the purpose of allowing Customer to verify Delphi's adherence to quality assurance and regulatory compliance standards and Delphi's compliance with Delphi's obligations and covenants under this Agreement, upon reasonable advance notice and during normal business hours, Delphi shall provide Customer access to enter and inspect those facilities where Products are manufactured, and Delphi's books and records relating to Products, subject to reasonable confidentiality, security and safety procedures imposed by Delphi.

- 9.3 **Production Records.** Without limiting the generality of Section 9.2, upon request, Delphi shall provide Customer with the following records for the Products: (i) if the Products are not manufactured directly by Delphi, the name and address of the actual manufacturer of the Products and the location(s) where the Products are manufactured and (ii) quality control specifications to include testing methods, sampling procedures, and acceptance levels.

ARTICLE 10. WARRANTY

- 10.1 **Conformity with Specifications.** Delphi hereby represents and warrants that (i) it will convey good and merchantable title to Products delivered to Customer or Customer's designee, free and clear of all liens and encumbrances, and (ii) all Products delivered to Customer or its designee shall conform to the Specifications and shall be free from defects in material and workmanship, and shall be made from and comprised of the same raw materials and components, and shall be in all material respects at least of the same quality, as Products manufactured by Customer immediately prior to the date of this Agreement, subject to changes and substitutions approved by Customer in accordance with Article 14, and shall be manufactured using at least the same standard of care and quality as Products were manufactured by Customer immediately prior to the Effective Date. The warranty set forth in subsection (ii) of this Section 10.1 does not cover (a) defects or deficiencies in the Specifications or (b) defects caused by misuse, neglect, accident, improper maintenance, improper installation, improper repair, or operation with incompatible solvents or samples in the system.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY DELPHI WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 10.2 **Defective Products.** As used in this Agreement, the term "Defective Products{
XE "Defective Products"}" means any Product which fails to meet the warranty contained in Section 10.1 within the warranty period described in Section 10.4.
- 10.3 **Warranty Obligations.** Except as set forth in Article 11 of this Agreement, Delphi's sole obligation, and Customer's exclusive remedy, for Defective Products is for Delphi, at Delphi's option, to either repair or replace Defective Products or refund an amount equal to one hundred five percent (105%) of Customer's purchase price for the applicable Defective Products. However, notwithstanding the foregoing, (i) if Customer has made an election with its customer to repair, replace or refund the purchase price of a Product, Delphi shall be bound by Customer's election, and (ii) if Customer has replaced a part or component with a new part or component that Customer has purchased from Delphi, and the replaced part is a Defective Product, Delphi shall give Customer a credit of one hundred and five percent (105%) the amount paid by Customer for

the replacement part or component. The Parties will reasonably cooperate with each other to administer the warranty process, for the return of parts and components subject to warranty claims if required by Delphi and this Agreement, and for the issuing of credits.

- 10.4 **Warranty Period.** The warranty period for Products shall be twelve (12) months from the later of the date of delivery of the Product by Customer to Customer's end use customer or the date of installation of the Product at the end use customer's location, but in no event later than eighteen (18) months from the date of the delivery of the Product by Delphi to Customer or Customer's designee.
- 10.5 **Product Returns.** At Delphi's election, Customer shall either (i) return to a location designated by Delphi, at Delphi's cost, any allegedly Defective Products or components for which claims are made, with a written explanation of the claimed failures, for Delphi's inspection, or (ii) make the allegedly Defective Products or component available at Customer's premises for inspection by Delphi or its designated representative. If the allegedly Defective Products or components are ultimately determined to satisfy Delphi's warranty under Section 10.1 and otherwise to conform to the requirements of this Agreement, they shall be returned to, or retained by, Customer, and Customer shall bear the cost of any freight and duty in both directions. Delphi shall have thirty (30) days from the earlier of the date of delivery to Delphi of a return Product or component, or the date the Product is made available for inspection by Delphi, to inspect returned Products or components thereof to determine whether the Product is conforming and notify Customer in writing if Delphi believes that the Product or component was non-conforming. If Delphi fails to notify Customer within said thirty (30) day period that a Product is conforming, the Product shall be deemed to be a Defective Product.
- 10.6 **Extraordinary Defect Conditions.** In the event that due to Delphi's delivery of Defective Products: (a) any government authority issues a request, directive or order that any Product be recalled; (b) a court of competent jurisdiction orders such a recall; (c) Customer reasonably determines that a Product should be recalled because there are a significantly increased number of warranty claims as compared to the number or warranty claims experienced by Customer with respect to the Product prior to the Start of Production or (d) because of any other significant risk to health or safety posed by Product which fails to meet the warranty contained in Section 10.1 (for the avoidance of doubt, whether such failure is during or after the Warranty Period) (collectively, "Extraordinary Defect Condition"), then each Party will take reasonable and appropriate corrective actions consistent with its quality procedures and with the intent and purposes of this Agreement. Each Party will promptly notify the other Party in writing, of any order, request or directive of a court or other governmental authority to recall or withdraw a Product in any jurisdiction. Notwithstanding Section 10.3 but subject to the Cap and other limitations set forth in Article 12 below, Delphi will be responsible and liable for the costs (including, but not limited to, costs of

notification and all costs of shipment of any recalled Products) of implementing any recall or withdrawal of any Product on account of a Extraordinary Defect Condition, and for the cost of any replacement Products or refunds required to be given to any end user customer of the Product on account of a Extraordinary Defect Condition, without limitation of any other right or remedy Customer may have.

ARTICLE 11. GENERAL INDEMNIFICATION AND INSURANCE

- 11.1 **Indemnification by Delphi.** Except to the extent caused by Customer's negligence, willful misconduct or breach of this Agreement, and except to the extent covered and subject to Customer's indemnity of Delphi set forth in Sections 8.4.1 and 11.2, Delphi shall defend, indemnify and hold Customer, its agents, officers, directors, employees, successors and assigns, harmless from and against any and all claims, damages, demands, causes of action, fines, penalties, costs, liabilities, losses or expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, litigation expenses and disbursements (collectively, "Losses") asserted by a Third Party arising out of (i) Delphi's breach of any material representation, warranty or covenant set forth in this Agreement, (ii) the negligence or willful misconduct of Delphi, or (iii) Delphi's supply of Products that fail to meet the Specifications, and (iv) the failure of Products (a) to be free from defects in material and workmanship or (b) to be made from and comprised of the same raw materials and components, or to be in all material respects at least of the same quality, as Products manufactured by Customer immediately prior to the date of this Agreement, subject to changes and substitutions approved by Customer in accordance with Article 14, or (c) to be manufactured using at least the same standard of care and quality as Products were manufactured by Customer immediately prior to the Effective Date including, without limitation, in all cases (i), (ii), (iii) and (iv) above, Losses arising from any actual or alleged death or injury to any person or damage to or destruction of any tangible property resulting or claimed to result wholly or in part from any actual or alleged Defective Product. In addition, except to the extent caused by Customer's negligence, willful misconduct or breach of this Agreement, and except to the extent covered and subject to Customer's indemnity of Delphi set forth in Section 8.4.1, Delphi shall indemnify and hold Customer, its agents, officers, directors, employees, successors and assigns, harmless from and against any and all Losses arising from death or injury to person or damage or destruction or property caused by (A) the failure of Products (x) to be free from defects in material and workmanship or (y) to be made from and comprised of the same raw materials and components, or to be in all material respects at least of the same quality, as Products manufactured by Customer immediately prior to the date of this Agreement, subject to changes and substitutions approved by Customer in accordance with Article 14, or (c) to be manufactured using at least the same standard of care and quality as Products were manufactured by Customer immediately prior to the Effective Date.

- 11.2 **Indemnification by Customer.** Except to the extent covered by and subject to Delphi's indemnity of Customer set forth in Sections 8.4.2 and 11.1, Customer shall defend, indemnify and hold Delphi harmless from and against any and all Losses asserted by a Third Party to the extent arising out of (a) Customer's negligence, willful misconduct or breach of any material representation, warranty or covenant set forth in this Agreement, (b) any actual or alleged defects in Product designs furnished or expressly approved in writing by Customer, (c) the actual or alleged failure of any Product that meets the Specifications and the other requirements of this Agreement and that are manufactured and delivered by Delphi in accordance with this Agreement to comply with applicable legal requirements (other than as a result of manufacturing defects); (d) any actual or alleged misstatement, omission or inadequacy in the packaging, labeling, marketing materials, warnings or instructions relating to the Products (unless made or included by Delphi without Customer's express written instructions or consent); or (e) testing, storage, handling, release, export, import or shipment of the Product by or on behalf of Customer.
- 11.3 **Defense of Claims.** With respect to any claim that is subject to indemnification under Sections 11.1 or 11.2, Delphi and Customer shall immediately discuss the claim and shall attempt to determine if the claim is covered by an indemnity of a Party under Section 11.1 or 11.2. If a claim is covered by Delphi's indemnity set forth in Section 11.1 Delphi shall defend, indemnify and hold Customer harmless from and against the claim and all related Losses. If a claim is covered by Customer's indemnity set forth in Section 11.2, Customer shall defend, indemnify and hold Delphi harmless from and against the claim and all related Losses. If a claim contains allegations for which each Party is obligated to indemnify the other pursuant to Sections 11.1 and 11.2, then Delphi and Customer shall use good faith, reasonable efforts enter into a joint defense arrangement that is reasonable based on all of the facts and circumstances and Delphi and Customer agree to discuss allocation of any verdict or settlement with respect to claims and attempt to determine the allocation of responsibility in accordance with the procedure set forth in Sections 16.2 and 17.2 of this Agreement. Customer and Delphi agree to communicate and cooperate with each other and, if necessary, any appropriate insurance carrier, in the defense of the claim. Delphi and Customer will make reasonably available to each other the services of knowledgeable personnel and information necessary to defend the claim, at the expense of the Party requesting the support.
- 11.4 **Notice of Claims.** If any claim is made or threatened against Delphi or its Affiliates or Customer or its Affiliates based on death of or injury to any person, or damage to any property, which is allegedly caused by a Product, regardless of whether the claim is based upon strict liability, negligence, warranty, or any other theory of recovery, or with respect to which one Party will claim indemnity from the other Party, each Party will provide to the other Party prompt notice of the claim and copies of all documents it receives from the Third Party claimant which assert the claim or related to the claim, provided that the failure to deliver prompt

written notice to within a reasonable time after the commencement of any such action, if materially prejudicial to its ability to defend such action, will relieve an indemnifying Party of any obligation to the Indemnitee under Section 8.4.1 or 8.4.2, as the case may be, but the failure to give such notice shall not relieve an indemnifying Party of any obligation to the other Party Indemnitees under Section 8.4.1 or 8.4.2, as the case may be, unless the delay is materially prejudicial to the indemnifying Party's ability to defend such action. An Indemnitee will have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying Party of if representation of such Indemnitee by the counsel retained by the indemnifying Party would be inappropriate due to actual or potential differing interests between the Indemnitee and any other Party represented by such counsel in such proceeding.

- 11.5 **Indemnification Procedures.** Provided that the indemnifying Party has acknowledged its indemnification obligations with respect to a particular claim, (i) the indemnified Party under this Agreement shall not enter into any settlement or concession with regard to that indemnified claim without prior approval of the indemnifying Party and (ii) the indemnifying Party shall have full control of the defense of that indemnified claim, with the reasonable cooperation of the indemnified Party. If the indemnifying Party does not confirm that it will assume control of the defense of any claim for which the indemnified Party seeks indemnification (and provide reasonable assurance regarding its fulfillment of this obligation), the indemnified Party shall have the right to take appropriate legal action and the indemnifying Party shall promptly reimburse the indemnified Party for all reasonable costs and expenses of defending the applicable claim upon presentation of reasonable supporting documentation.
- 11.6 **Required Insurance Coverage.** Each Party (or an Affiliate of a Party on behalf of that Party) shall obtain and maintain consistent with the provisions of this Agreement, at its sole expense, the following types of insurance coverages, to remain in force during the term of this Agreement, with minimum limits as set forth below:
- (a) Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - US\$ 10,000,000 each occurrence.
 - (b) Workers Compensation - statutory limits for all states of operation (U.S. only).
 - (c) Employers Liability - US\$1,000,000 each employee for bodily injury by accident and - US\$1,000,000 each employee for bodily injury by disease.
- 11.7 **Policy Requirements.** All policies of insurance maintained by each Party in accordance with this Agreement shall be written as primary policies; not

Party's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Each Party shall cause its insurer to waive the insurer's right of subrogation under its policies. Each Party shall be an additional insured under the other Party's insurance policies that are required under this Agreement (except Worker's Compensation and Employer's Liability), and at the other Party's request, each Party shall provide the other Party with a certificate of insurance evidencing compliance with the limits, insurance requirements and waiver of subrogation set forth above. Such certificate shall be in a form reasonably acceptable to, and underwritten by an insurance company reasonably satisfactory to, the other Party and with an A.M. Best Company rating of A- or above. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to the other Party. Neither Party represents that coverage and limits set forth in this Agreement will necessarily be adequate to protect the other Party. The purchase of appropriate insurance coverage by each Party or the furnishing of a certificate of insurance shall not release either Party from its obligations or liabilities under this Agreement.

ARTICLE 12. LIMITATION OF LIABILITY

- 12.1 **No Recovery of Certain Damages.** EXCEPT WITH RESPECT TO BREACH OF A PARTY'S OBLIGATIONS SET FORTH IN ARTICLE 18, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOSS OF USE OF PRODUCTS OR OTHER EQUIPMENT, OR DOWNTIME COSTS. NOTHING CONTAINED IN THIS SECTION 12.1 IS INTENDED TO LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIRD PARTY CLAIMS.
- 12.2 **Liability Cap Under Section 10.6.** Delphi's maximum aggregate liability under this Agreement for costs under Section 10.6 of implementing any sign circumstance of recall or withdrawal of any Product on account of a Extraordinary Defect Condition, and for the cost of any replacement Products or refunds required to be given to any end user customer of the Product on account of such Extraordinary Defect Condition, shall in no event exceed Five Million Dollars (\$5,000,000) (the "Cap{ XE "Cap"}").
- 12.1 **Available Remedies.** Except as limited pursuant to Article 10 and this Article 12, or otherwise expressly limited by other provisions of this Agreement, in the event of any breach or termination of this Agreement, either Party shall be entitled to pursue all remedies available at law or in equity.

ARTICLE 13. SUPPLY OF SERVICE PARTS; REFURBISHMENT

During the Term, Delphi shall supply Customer with refurbished Products and with components and parts for use by Customer or its designees as service parts ("Service Parts{ XE "Service Parts"}") in addition to normal original equipment sales in accordance with this Agreement. During the Term, the prices for Service Parts are specified in Exhibit 1. In addition, Delphi shall, notwithstanding any the expiration or termination of this Agreement, supply Customer with refurbished Products and Service Products after the Term through May 31, 2011 unless this Agreement is terminated by Delphi due to a material default by Customer. Pricing for the labor component of refurbished Products and Service Parts supplied after the Term will be subject to annual price increase of up to five percent (5%), at Delphi's discretion.. Delphi shall clearly label any Service Parts or other Products that are refurbished Products as "refurbished" or otherwise identify them in such manner as provides reasonable notice that the applicable Service Parts are not new Products. Service Parts will be supplied as promptly as feasible after being ordered by Customer. In addition to any other obligation related to Service Parts set forth in this Agreement, in the event that Customer furnishes Delphi with a binding order for its estimated Service Part needs for the upcoming year or calendar quarter, Delphi will maintain in inventory a supply of parts at least equal to the number estimated by Customer during the next upcoming calendar quarter.

ARTICLE 14. PRODUCT CHANGES

If either Party desires to make changes to the Products, it shall submit a written request to the other Party. Within a reasonable period, the Party that received the request shall notify the other Party of its acceptance or rejection of the proposal. As part of the Product change evaluation process, Delphi shall provide Customer with its charges for the change, a proposed implementation date and the impact of such change to the Product unit price. Notwithstanding the foregoing, Delphi may substitute raw materials and/or components that are of at least as high a quality as those used by Customer immediately prior to the date of this Agreement with Customer's written consent, which will not be unreasonably withheld.

ARTICLE 15. FORCE MAJEURE

15.1 **Force Majeure Defined.** Each Party shall be temporarily excused from performing its obligations under this Agreement (other than the payment of money) for so long as such performance is prevented or delayed by any event of Force Majeure. The term "Force Majeure{ XE "Force Majeure"}" shall, for purposes of this Agreement, be defined as: (i) any acts of God, terrorism, natural disasters, or wars, (ii) any strike, lockout or labor dispute, (iii) any shortage or curtailment of utilities, materials or transportation that was not caused by the failure of Delphi to act reasonable and exercise due diligence, (iv) any act or omission of any government authority, or (v) any other cause beyond the reasonable control of a Party.

15.2 **Notice and Mitigation.** A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use commercially reasonable efforts to

overcome and mitigate such event of Force Majeure. Without limiting the foregoing, if Delphi is unable to supply any Products due to Force Majeure, Customer shall be free to purchase such Products from other suppliers as long as Delphi remains unable to do so. If the event that the failure continues for more than sixty (60) days, Customer may terminate this Agreement with respect to the Product or Products effected upon written notice to Delphi.

ARTICLE 16. GOVERNING LAW; ARBITRATION

- 16.1 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of California as such laws are applied to contracts between residents of the State of California to be performed entirely within such state. Venue for all disputes or actions arising from this Agreement, whether at law or in equity, shall be the state and federal courts located in the counties of Santa Clara or San Mateo, California.
- 16.2 **Informal Settlement Procedures.** The Parties shall attempt to settle any and all claims, disputes, controversies or differences arising between the Parties which arise out of or in relation to or in connection with this Agreement by good faith negotiations between the Parties pursuant to Section 17.2.

ARTICLE 17. TERM AND TERMINATION

- 17.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall remain in effect until three (3) years after the Start of Production. Customer shall have the right to extend the term of this Agreement for up to three one year terms upon written notice given to Delphi at least one hundred and twenty (120) days prior to the end of the then term of this Agreement. Any such extension shall be on the same terms and conditions as set forth herein, except that Delphi may increase the price per Product by an amount not to exceed fifteen percent (15%) of the prior period's fixed prices (as well as the labor component of any Service Part or refurbished Product) for the first extended one (1) year term, and by an amount not to exceed five percent (5%) of the prior year's fixed prices for each subsequent annual one year extended term. If Customer delivers any such notice to extension to Delphi, within thirty (30) days after Customer's delivery of such notice, Delphi shall advise Customer in writing of any new prices for Products, within the allowable increases set forth above. Customer shall have the right to rescind its notice of extension by giving Delphi written notice of such rescission within fifteen (15) days after Delphi's delivery of such pricing notice to Customer. If Customer so rescinds such notice, the term of this Agreement shall not extend and shall terminate at the end of the then term of this Agreement. If Delphi fails to deliver its notice of pricing within the thirty (30) day period set forth above, Delphi's pricing for the upcoming extended one year term shall be deemed to be the pricing in effect during the term of this Agreement in which Customer gave the subject notice of extension. If the term of this Agreement is extended as set forth above, for purposes of Article 3, Customer shall be deemed

to have agreed to an aggregate purchase value commitment during the extended one year term equal to the annual purchase commitment during the last six month period of the original term (namely, three million, four hundred and eight seven, nine hundred and six dollars (\$3,487,906))

- 17.2 **Notice of Default; Informal Discussions.** Except for matters set forth in Section 17.4 which are not subject to this Section 17.2, following any dispute under this Agreement, including any event of default which, upon notice or the passage of time, may constitute grounds for terminating this Agreement, either Party may notify the other Party that it requests that the Parties attempt to resolve the dispute or determine the remedy for the event of default pursuant to informal dispute resolution. The notice of informal dispute resolution must provide reasonable details describing the nature of the dispute or default. Within ten (10) days after either Party receives a notice requesting informal dispute resolution, authorized representatives of both Parties shall meet (in person or by telephone) and confer to (i) exchange information pertaining to the dispute or event of default and (ii) attempt in good faith to agree upon a resolution to the dispute or a remedy for the event of default, as applicable. If the informal dispute resolution procedures fail to resolve the dispute or achieve an agreement on the remedy for the event of default within twenty (20) days after the receipt of the notice requesting informal dispute resolution, then either Party may pursue any other remedy available to it under law or equity. Notwithstanding the foregoing, each Party has the right at any time to seek and obtain from the appropriate court provisional or equitable remedies such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration.
- 17.3 **Termination for Breach; Extended Force Majeure.** In the event of breach by either Party of any material provision of this Agreement, the other Party shall have the right to terminate this Agreement if the breach is capable of being cured if the breach is not cured within fifteen (15) days after the end of the informal dispute resolution process set forth in Section 17.2. If a Force Majeure event preventing Delphi's performance continues for more than sixty (60) days, Customer shall have the right to terminate the Agreement on not less than five (5) days written notice to Delphi. Delphi shall notify Customer promptly if any Force Majeure event will prevent performance for more than sixty (60) days. Customer will have the right to terminate this Agreement on not less than five (5) written notice to Delphi in the event that Force Majeure will prevent Delphi's full performance under this Agreement for more than sixty (60) days.
- 17.4 **Immediate Termination.**

- (a) Either Party may terminate this Agreement immediately in the event the other Party: (a) becomes insolvent, or (b) enters bankruptcy, receivership, liquidation, composition of creditors, dissolution or similar proceeding.

- (b) Delphi may terminate this Agreement if Customer fails to make payment to Delphi of any amounts owing under this Agreement that are not in dispute within thirty (30) days after the due date if Customer does not cure that default within ten (10) days after Customer receives written notice from Delphi of such default.
- 17.5 **Termination for Inventory Failures.** Customer may immediately terminate this Agreement WITHOUT LIABILITY under Sections 2.2.4.4 and 2.2.4.5 if the Inventory or any item therein continues to exhibit defects (excluding design defects with respect to the design of Products furnished or agreed to by Customer) causing serious disruption of use and/or repeated period of downtime, notwithstanding Delphi's remedial or maintenance efforts, over a continuous period of three (3) months or more.
- 17.6 **No Prejudice.** The provisions of this Article are without prejudice to any other rights or remedies either Party may have by reason of the default of the other Party.
- 17.7 **Continuing Refurbishment Obligation.** As set forth in Article 13, if this Agreement terminates prior to May 31, 2011, Delphi shall have a continuing obligation to supply refurbished Instruments, as more fully set forth in Article 13.

ARTICLE 18. CONFIDENTIALITY

- 18.1 **Scope of Use.** Each Party agrees that it shall not use or disclose any of another Party's Confidential Information, except as authorized herein. All Confidential Information of a Party shall remain such Party's property during and after the term of this Agreement.
- 18.2 **Non-Disclosure.** Each Party (the "Receiving Party{ XE "Receiving Party"}") shall protect all Confidential Information it receives from the other Party (the "Disclosing Party{ XE "Disclosing Party"}") against disclosure to third parties in the same manner as it would protect its own similar confidential information against disclosure to others for a period from the Effective Date until two (2) years following termination of this Agreement, except with respect to Confidential Information which is a trade secret under the law of the State of California, in which case the obligations of non use and confidentiality shall continue until the trade secrets lose their status as such due to no fault of the Receiving Party. Notwithstanding the above, during such period, each Party may make any disclosure of any of the Disclosing Party's Confidential Information to (i) its Affiliates, (ii) its and its Affiliates' employees, agents, and consultants who have a need to know the Confidential Information and (iii) any others to whom such disclosure is expressly authorized under this Agreement and is necessary to the Receiving Party's fulfillment of its obligations under this Agreement, provided in all cases above the entity or person receiving such information is bound by obligations or non use and confidential at least as favorable to the Disclosing

Party as those set forth in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, a Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that the Receiving Party takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and notifies the Disclosing Party in writing as far in advance of the date of disclosure as is reasonably feasible so that the Disclosing Party may take steps to seek to prevent or limit disclosure.

ARTICLE 19. GENERAL PROVISIONS

19.1 **No Inducement.** The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or shall give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business under this Agreement or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

19.2 **Government Approvals; Regulatory Requirements.**

- (a) As between Customer and Delphi, Customer shall be responsible for obtaining and maintaining all licenses, approvals and other authorizations applicable to the development, testing, marketing, sale or use of the Products, and all products incorporating any Products, in all jurisdictions where the Products, and any products incorporating the Products, are at any time marketed or sold, including, without limitation, with respect to the United States, if required, an effective 510(k) premarketing notification or premarket approval by the U.S. Food and Drug Administration for intended uses, unless subject to an approved Investigational Device Exemption under 21 C.F.R. Part 812.
- (b) As between Customer and Delphi, Customer shall be responsible for providing adequate warnings and instructions for use of the Products and all products incorporating the Products (including proper specifications for labeling and packaging), and release of the Products, and all products incorporating the Products, provided in all cases that the Products meet the Specifications and otherwise comply with this Agreement.
- (c) Customer acknowledges that the Houston Facility is not and has not been registered with the United States Federal Food and Drug Administration, and agrees that this Agreement imposes no obligation on Delphi to so register the Houston Facility. Customer represents that to the best of its knowledge the Houston Facility is not required to be registered with the United States Federal Food and Drug Administration in order to

manufacture Products and that Customer has not received any notice, claim, correspondence or legal opinion to the contrary.

- 19.3 **No Agency.** This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.
- 19.4 **Assignment.** Delphi shall not assign or subcontract its rights or obligations under this Agreement, in whole or in part, or any interest therein, without prior written consent of Customer, which may be withheld for any reason or no reason, provided however, that Delphi, upon not less than sixty (60) days prior written notice to Customer, may assign this agreement to an Affiliate or to the purchaser of all or substantially all of its assets that comprise the business line that includes the Products without such prior consent if the assignee is not a Customer Competitor or an Affiliate of a Customer Competitor. Subject to the terms of this Section 19.4, this Agreement shall be binding upon and inure to the benefit of the successors in interest of Delphi and Customer. In all case, the assigning party shall remain primarily liable for all its representations, warranties, obligations and covenants set forth herein notwithstanding any such assignment. Nothing herein shall preclude Delphi from using third party supplies who are not Customer Competitors for parts or labor, provided that the foregoing shall not be deemed to relieve Delphi from its obligations of non-use and confidentiality with respect to Confidential Information of Customer. Customer shall not assign its rights or obligations under this Agreement, in whole or in part, or any interest therein, without prior written consent of Customer, which may be withheld for any reason or no reason, provided however, that in the event that Customer sells all or substantially all of its assets that comprise the business of a product line that includes one or more Products, Customer without obtaining Delphi's consent may assign to the purchaser of such line of business all of Customer's rights to purchase Products within such line, and upon Delphi's receipt of an assumption agreement from such purchaser in form reasonably satisfactory to Delphi with respect to such Products, Delphi shall be deemed to have agreed to sell such Products to such purchaser at the price and pursuant to the terms and conditions of this Agreement, including granting such purchaser the same rights to extent the term of this Agreement as are granted to Customer under this Agreement. Any Purchases of Products made by the purchaser of such product line shall count toward, and be applied to and credited against, Customer's minimum aggregate purchase value of Products set forth on **Exhibit 1**. As used in this Section 19.4, the term "Customer Competitor" means any person or entity that conducts research or development activities with respect to, or develops, licenses or sells, or maintains or performs consulting or other services with respect to, any product or service that is directly competitive with any Customer product or service, as determined by Customer in its reasonable discretion.
- 19.5 **No Implied Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way

affect the full right to require such performance at any later time. The waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.

- 19.6 **Notices.** Any notice under this Agreement shall be in writing (letter or facsimile) and shall be effective upon receipt or refusal or failure to accept receipt by the addressee at its address indicated below.

- (a) Notice sent to Delphi shall be addressed as follows:

Delphi Medical Systems Texas Corporation
5725 Delphi Drive
Troy, Michigan 48098
Attention: President
Facsimile: (248) 813-2599

With copies to:

Delphi Corporation
Assistant General Counsel – Commercial and Transactional
5725 Delphi Drive
Troy, Michigan 48098
Facsimile: (248) 813-2491

- (b) Notice sent to Customer shall be addressed as follows:

Applied Biosystems
850 Lincoln Centre Drive
Foster City, CA 94404
Facsimile: 650-638-6677
Attn.: Global Procurement – Ann Wagoner

With copies to:

Applied Biosystems
850 Lincoln Centre Drive
Foster City, CA 94404
Facsimile: 650-638-6677
Attn.: Legal Department

- (c) The Parties by notice given in accordance with this Section may designate other addresses to which notices shall be sent.

- 19.7 **Amendments.** This Agreement supersedes all previous agreements, oral or written, between Customer and Delphi with respect to the subject matter of this

Agreement. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both Parties.

- 19.8 **Headings.** The Article, Section, and/or Paragraph headings in this Agreement are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.
- 19.9 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the Parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the Parties' original business objective. The remaining provisions of this Agreement shall remain in effect.
- 19.10 **Entire Agreement.** This Agreement contains all the representations and agreements between the Parties hereto and there are no other agreements or understandings, oral or in writing, regarding the matters covered by this Agreement. No terms submitted by either Party which are in addition to or inconsistent with those set forth in this Agreement shall apply to this Agreement unless agreed to in a writing signed by both Parties. The Exhibits attached to this Agreement are made a part of and incorporated in this Agreement.
- 19.11 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile of this Agreement or an executed counterpart shall be deemed a good and valid execution and delivery of this Agreement.
- 19.12 **No Minimum Order Requirement.** Nothing in this Agreement shall be deemed to require Customer to order any particular Products or any minimum number of Products. The foregoing shall not be deemed to relieve Customer of its obligation to make any shortfall payments due under Section 3.1(b).
- 19.13 **Guarantee of Delphi Corporation.** Delphi shall cause Delphi Corporation, Delphi's parent corporation, to execute and deliver to Customer the Guarantee of Delphi Medical Systems Corporation set forth below on or before June 30, 2005. If such signed guarantee not delivered to Customer on or before June 30, 2005, Customer shall have the right to terminate this Agreement upon written notice to Delphi and to rescind the transactions associated with this Agreement, including without limitation the Bill of Sale transferring certain assets to Delphi, the assignment of the lease of the Houston Facility, and to terminate the Transition Agreement and other agreements of even date herewith or entered into in connection therewith.

IN WITNESS WHEREOF, Customer and Delphi have caused this Contract Manufacturing Agreement to be executed by their duly authorized representatives as of the day and year first above written.

APPLERA CORPORATION
Acting through its Applied Biosystems Group

By Catherine M. Butz
Title President Applied Biosystems Group

xDelphiContractManu(Supply)AgrHouston6-1d5.fm.86278
6-6-05, 3:40PMf

DELPHI MEDICAL SYSTEMS TEXAS CORPORATION

By [Signature]
Title Managing Director

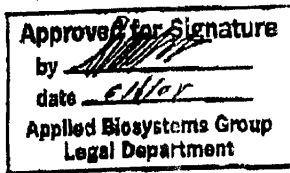


Exhibit B

AMENDMENT TO CONTRACT MANUFACTURING AND SUPPLY AGREEMENT AND TRANSITION AGREEMENT

This Amendment is entered into as of November 10, 2006 by and between Applera Corporation, a Delaware corporation, acting through its Applied Biosystems Group (“AB” or “Customer”) and DELPHI MEDICAL SYSTEMS TEXAS CORPORATION, a Texas corporation (“Delphi”), (collectively the “Parties,” and each individually a “Party”).

BACKGROUND

Customer and Delphi (the “parties”) entered into a Contract Manufacturing Agreement (the “Manufacturing Agreement”) dated as of June 6, 2005 under which Delphi has been manufacturing products (the “Products”) for Customer. On October 8, 2005, Delphi filed for protection under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). Delphi has advised Customer that it intends to close the Houston, Texas facility at which the Products are being manufactured on or soon after March 31, 2007. The Parties by this Amendment wish to amend the Manufacturing Agreement and set forth the terms and conditions under which the final production work at the Houston, Texas facility will be completed and the transition of manufacturing of certain of the Products to Customer will be accomplished.

Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged by both, the Parties hereby enter into this Amendment as of the Effective Date as follows:

1. CONDITION PRECEDENT; AMENDMENT OF EXHIBITS.

- 1.1 As a condition precedent to the parties’ obligations to perform under this Amendment, the approval of the Bankruptcy Court is required. Accordingly, the effective date” of this Amendment shall be the date on which an order of the Bankruptcy Court approving this Amendment is entered (the “Effective Date”); provided, however, that if the Bankruptcy Court shall enter an order declining to approve this Amendment, then this Amendment shall be null and void ab initio and the Manufacturing Agreement, unamended by this Amendment, will remain in full force and effect in accordance with its terms.
- 1.2 Exhibit 1 of the Manufacturing Agreement is hereby restated to read as Exhibit 3.1 attached to this Amendment. References in the Manufacturing Agreement to Exhibit 1 shall be deemed references to Exhibit 3.1 attached to this Amendment. Exhibit 3 of the Manufacturing Agreement is hereby deleted in its entirety.

2. ARTICLE 2 MODIFICATIONS (PURCHASE AND SUPPLY, FORECASTS AND PURCHASE ORDERS).

- 2.1 All but the last sentence of Section 2.1 of the Manufacturing Agreement is hereby deleted in its entirety.
- 2.2 Sections 2.2.1 and 2.2.2 of the Manufacturing Agreement are hereby deleted in their entirety.
- 2.3 Section 2.2.3 of the Manufacturing Agreement is hereby modified by deleting the language in its entirety and substituting the following language therefor:

“Customer shall order Products by submitting purchase orders to Delphi. Delphi shall manufacture and deliver to Customer all Products ordered by Customer under this Agreement, on the terms and conditions set forth herein. Delphi shall use reasonable efforts to deliver all Products ordered by Customer on the delivery dates specified in Customer’s orders and in any event before March 31, 2007, but if Delphi cannot reasonably do so, Delphi shall deliver all Products not delivered to Customer prior to March 31, 2007 as soon as reasonably feasible after March 31, 2007. Delphi shall accept purchase orders from Customer submitted in accordance with this Agreement. Customer will order from Delphi under this Agreement at least the number of Products listed in Exhibit 3.1 attached hereto and will submit purchase orders to Delphi for such Products on or before November 15, 2006. Purchase orders may be issued by mail, facsimile or (upon mutual agreement of the Parties) electronic data interchange, provided that, as set forth in Section 6.3, Delphi shall not be required to deliver any Product sooner than fifteen (15) calendar days after delivery of Customer’s purchase order to Delphi. Delphi shall fill all purchase orders by no later than the delivery dates set forth in Customer’s orders, subject to the lead time provisions of this Agreement. Delphi shall not be required to accept any purchase order for a Product with respect to which the last day of any applicable lead time period falls after March 31, 2007. If Customer delivers to Delphi a purchase order for a Product that Delphi is not required to accept under the terms of the immediately preceding sentence, Delphi shall promptly inform Customer in writing whether or not Delphi accepts such purchase order. If Delphi does accept such purchase order, Delphi shall be required to manufacture and deliver the Product or Products subject to such accepted purchase order pursuant to the terms of this Agreement.”

2.4. Section 2.2.4 (inclusive) of the Manufacturing Agreement is hereby deleted in its entirety.

2.5 Section 2.4 of the Manufacturing Agreement is hereby deleted in its entirety.

2.6 Section 2.7 of the Manufacturing Agreement is hereby deleted in its entirety (as the provisions of such Section have already been implemented).

3. ARTICLE 3 AMENDMENT (PRICES AND PAYMENTS)

3.1 Section 3.1 of the Manufacturing Agreement is hereby amended by deleting the first sentence thereof and substituting the following sentence therefor: “The prices for all Products delivered by Delphi to Customer on or after November 1, 2006 shall be the prices set forth in Exhibit 3.1 to this Agreement.” Section 3.1 of the Manufacturing Agreement is further amended by deleting the reference to “Exhibit 1” in the second sentence thereof and substituting therefor the words “Exhibit 3.1”.

3.2 Sections 3.1(b) and 3.1(c) of the Manufacturing Agreement are hereby deleted in their entirety. In consideration of the other promises contained herein, Delphi hereby forgoes and releases Customer from any and all obligations to make any payments under such sections, regardless of when any such obligation arose.

4. ARTICLE 4 AMENDMENTS (POST CLOSING ACCESS TO SPECIFICATIONS)

4.1 Section 4.1 of the Manufacturing Agreement is hereby deleted in its entirety and the following language is substituted therefor:

“Upon the termination of this Agreement, Delphi shall promptly deliver to Customer all copies, whether in paper, electronic or other form, of the Specifications and associated documentation, and such other drawings, schematics, manuals, instructions or other documentation regarding Products as Customer may request. Delphi agrees to not erase or delete its electronically stored records relating to Products, including records in Delphi’s AGILE or MAX systems, for a least one year after the final Product is delivered to Customer under this Agreement. At any time during the term of this Agreement and for a period of one (1) year thereafter, Delphi shall afford Customer reasonable access to such information and any written records related to Products that Delphi may have retained, or will furnish such information or copies of such records as had not been delivered to Customer, as Customer may request., excluding any such information that is proprietary or confidential information of Delphi that is materially different than any technical, process, manufacturing method or other such information that was in effect or practiced by Customer at the Houston Facility immediately prior to the Start of Production.”

4.2 Section 4.2 of the Manufacturing Agreement is hereby deleted in its entirety.

4.3 Section 4.3 of the Manufacturing Agreement is hereby amended by adding the following at the beginning of Section 4.3: “To the extent Delphi has available or reasonable access to personnel or other resources that would permit Delphi to comply with the provisions of this Section 4.3:”.

5. [This Section is intentionally left blank].

6. ARTICLE 8 AMENDMENTS (PRODUCT DEVELOPMENT AND INTELLECTUAL PROPERTY)

6.1 Article 8 of the Manufacturing Agreement is hereby modified by adding the following to the end of Section 8.3:

“The foregoing grant of rights by Customer to Delphi shall terminate on the later of March 31, 2007 or the date that Delphi delivers the last Product to Customer under this Agreement. Delphi hereby grants Customer a non-exclusive, perpetual, royalty-free, worldwide license to use the Specifications and Delphi’s other Intellectual Property created or developed by Delphi during the Term of this Agreement or the Manufacturing Agreement and employed by Delphi in connection with fulfilling its obligations under this Agreement through and including March 31, 2007 that is required or useful for the manufacture, distribution or sale of the Products.”

6.2 Section 8.5 of the Manufacturing Agreement is hereby amended by deleting the words “provided that no such discontinuance shall reduce the Minimum Aggregate Purchase Value of Product set forth on Exhibit 1 with respect to any period” following the word “notification” in the 17th line thereof.

7. ARTICLE 9 AMENDMENTS (VIOLATIONS, COMPLAINTS AND NOTIFICATION; PRODUCTION RECORDS)

Section 9.2 of the Manufacturing Agreement is hereby modified to add the following words to the end of the last sentence thereof: “; provided, however, that Delphi need not provide access to its facility after the Lease of the Houston Facility is terminated and Delphi no longer has rights to access the Houston Facility.”

8. ARTICLE 10 AMENDMENTS (WARRANTY)

Section 10.3 of the Manufacturing Agreement is hereby modified to add the following sentences to the end thereof:

“Notwithstanding the foregoing, Delphi will be relieved of its obligations set forth in this Section 10.3 on and after April 1, 2007, provided that Delphi will reimburse Customer for Customer’s reasonable costs and expenses, including time of Customer employees, incurred by Customer in performing obligations that Delphi would have been required to perform under this Agreement had Section 10.3 remained in full force and effect in accordance with its terms.”

9. ARTICLE 13 AMENDMENTS (SUPPLY OF SERVICE PARTS)

Section 13 of the Manufacturing Agreement is hereby modified by deleting the reference to Exhibit 1 in the fourth line thereof and replacing it with “Exhibit 3.1” and deleting the sentence beginning with “Pricing for the labor...” and by substituting the following sentence in place thereof:

“Notwithstanding the foregoing, Delphi shall not be required to manufacture and deliver any Service Parts that are not ordered by Customer prior to the date where the order date plus customary lead time provided for in this Agreement would result in a delivery date after March 31, 2007.”

Section 13 of the Manufacturing Agreement is hereby further modified by deleting the last sentence thereof.

10. ARTICLE 17 AMENDMENTS (TERM AND TERMINATION)

10.1 Section 17.1 of the Manufacturing Agreement is hereby deleted in its entirety and the following language is substituted therefor:

“This Agreement shall become effective on the Effective Date and shall remain in effect until Delphi has fully performed its obligations under this Agreement.”

10.2 Section 17.4(a) of the Manufacturing Agreement is modified to add the following language to the end thereof: “; provided, however, that Customer acknowledges that Delphi filed for protection under Chapter 11 of the United States Bankruptcy Code on October 8, 2005, and that such filing shall not implicate the provisions of this Section 17.4(a).”

10.3 Section 17.7 of the Manufacturing Agreement is hereby deleted.

11. ARTICLE 19 AMENDMENTS (GENERAL PROVISIONS)

11.1 Section 19.12 of the Manufacturing Agreement is hereby deleted in its entirety.

11.2 Article 19 of the Amendment is hereby modified by adding the following provisions:

- “19.14 Facilities Lease Costs. On or before December 20, 2006 Delphi will provide the Landlord of the Lease (as the terms “Landlord” and “Lease” are defined in the Assignment of Lease dated June 6, 2005 between Delphi Corporation (“Parent”) and Customer), or will cause Parent to provide, nine (9) months advance notice of Parent’s intent to terminate the Lease, and will take all actions necessary, including without limitation the payment of any early termination fee due, so that the Lease will terminate in accordance with its terms by no later than September 20, 2007 with no further liability or responsibility on the part of Parent as tenant Delphi or Customer except as otherwise expressly provided in the Lease. Delphi shall be solely responsible for taking all actions or ensuring all actions are taken necessary for terminating the lease and for paying, and shall pay, all costs and expenses associated with the termination of the lease, including without limitation, payment of the early termination amount, the vacating of the leased premises and delivery of the leased premises back to the Landlord in the condition required by the Lease. Delphi agrees that it shall not reject the Lease, and will prevent rejection of the Lease, in the bankruptcy proceedings to which it is a party as of the Effective Date, and Delphi will fully comply with its and Parent’s obligations and covenants under the Lease and will in all cases takes such actions as are necessary to assure that all obligations and covenants of the tenant under such lease are fully complied with and performed..”
- “19.15 Tooling and Fixtures. Customer agrees to purchase, and Delphi agrees to sell and deliver to Customer, the tooling, fixtures and equipment at the Houston manufacturing facility, including the items listed on Exhibit 12.2 for a price of US fifty thousand dollars (US\$50,000), to be paid by Customer within 30 days of the later of (a) receipt of an invoice from Delphi or (b) receipt of such tooling, fixtures and equipment by Customer in good order and condition, and, with respect to any such items obtained by Delphi from Customer, in substantially the same condition as when received by Delphi, reasonable wear and tear accepted. Delphi hereby warrants and agrees that such tooling fixtures, and equipment shall be sold and transferred to Customer free from any and all liens, charges, mortgages, pledges and encumbrances of every nature and description, and that Delphi has full power and authority to sell, assign and transfer the same as herein provided. Delphi shall arrange for shipment of the items listed on Exhibit 12.2 to Customer FOB Delphi’s dock. Risk of loss with respect to such items shall pass to Customer upon delivery to the carrier. If requested by Customer, Delphi shall deliver a bill of sale to Customer in such form as Customer may reasonably request. Customer may determine which tooling, fixtures and equipment that it has purchased of which it wishes to take delivery, and will identify the same to Delphi no later than March 31, 2007, or as soon thereafter as is practical.”
- “19.16 Transition of 310, 8200, Procise and 433 Instrument and 140 Pumps Manufacturing to AB Singapore or other Manufacturing Facilities. Delphi shall take such actions as Customer reasonably requests to transition manufacturing of the 310, 8200, Procise and 433 instruments and 140 pumps to Customer’s Singapore Plant, or one or more other facilities designed by Customer to Delphi in writing, by March 31, 2007 or such later date as shall reasonably allow Delphi to fulfill its manufacturing obligations under this Agreement. Customer has delivered to Delphi a template for a Transition Plan entitled: Procedure, Product Transfer, Document No. 4322589. Promptly after execution of this Amendment, the parties will meet and utilize such template to jointly determine the actions to be included to complete transition of the Products (the “Transition Plan”). Customer will pay or, upon within forty five (45) days from receipt of invoice, reimburse Delphi for the reasonable costs of transporting all parts, tooling or other materials

Customer requests in writing be shipped to Singapore or such other designated location(s). Delphi will comply with Customer's reasonable instructions regarding carriers and shipment. Delphi will use carriers designated by Customer. If Delphi personnel travel at Customer's request outside Texas or Colorado to facilitate such transfer, Customer will reimburse Delphi for the reasonable out of pocket travel, lodging and meal expenses of such employees approved by Customer in advance in writing in accordance with Customer's normal travel and expense policies, reasonably promptly after submission by Delphi of Customer's normal expense report forms."

"19.17 Remaining Raw Materials at Delphi. To the extent not utilized in manufacturing the Products hereunder, Customer will purchase from Delphi such inventory of raw materials and components (i) as were purchased by Delphi from Customer pursuant to the Bill of Sale, Inventory, WIP and Assumption Agreement dated June 6, 2005, (ii) as were the subject of open purchase orders between AB and third parties and that were assumed by Delphi and that were purchased and paid for by Delphi, (iii) as were purchased by Delphi and necessary to manufacture Products ordered by Customer, without regard to any subsequent reduction by Customer of any such order, and there was insufficient inventory owned by Customer at the Houston Facility available to fulfill such orders, or (iv) as to which Delphi received or receives from Customer a material authorization coverage form authorizing the purchase of quantities greater than MRP demand (that is, greater than the amount necessary to manufacture Products ordered from Customer), and (v), to the extent not included with the categories set forth in subsections (i), (ii), (iii) and (iv) above in this Section 19.17, inventory purchased and designated to manufacture the 310, 8200, Procise and 433 instruments, the 140 pump and the 4700/autoloader. The amount payable by Customer for such raw materials and components identified in subsections (i) through (v), inclusive, above shall be the amount actually paid by Delphi to its suppliers for such raw materials and components. Delphi shall make the inventory to be purchased by Customer available for pick up by Customer at the location at which such inventory is normally stored, reasonably organized for pick up, at a time or times reasonably designated by Customer that will not be later than March 31, 2007, or as soon thereafter as is practical. Delphi warrants and agrees that all inventory sold to Customer shall be in new and good condition and usable for its intended purposes. Customer shall not be required to purchase any inventory that does not meet the foregoing conditions. Customer may determine which inventory that it has purchased that it wishes to take delivery of, and will identify same to Delphi, by no later than March 31, 2007, or as soon thereafter as is practical. Customer will be responsible at its cost for picking up and removing such items as Customer selects to a location or locations designated by Customer. Delphi shall be responsible at its cost for disposing of any items that Customer does not wish to take and that are so identified to Delphi within forty five (45) days after the last delivery of Products to Customer. Title and risk of loss with respect to inventory, tools, fixtures and other goods to be delivered to or picked up and removed by Customer will pass to Customer upon delivery to the carrier."

"19.18 Successful Completion Fee. Within sixty (60) days after the completion by Delphi of all of its obligations identified below in this Section 19.18, , Customer will pay Delphi a "successful completion" fee equal to the sum of \$546,751 (\$250,00 of which is designated to finance an enhanced Delphi severance plan for employees of Delphi's facility to be instituted by Delphi). Delphi shall inform AB in writing when Delphi believes it has earned the successful completion fee. If AB disagrees with Delphi, it shall so state to Delphi in writing and set forth the reasons for AB's conclusions. Upon Delphi curing its failure to meet any such obligation as set forth below, AB shall promptly pay

the successful completion fee to Delphi. The obligations to be performed by Delphi to obtain the successful completion fee are:

- (i) Delphi's delivery of the Products required to be delivered pursuant to purchase orders accepted or required to be accepted by Delphi (including without limitation, for the avoidance of doubt, under any such purchase orders delivered to Delphi prior to the Effective Date of this Amendment);
- (ii) Delphi's obligations to deliver the Specifications and other documents as set forth in the first sentence of Section 4.1 of this Amendment;
- (iii) Delphi's obligations under Section 19.14 above to implement or cause to be implemented early termination of the Lease and observe or have observed, and to not breach or permit to be breached, all of its or Parent's material obligations under the Lease through May 30, 2007;
- (iv) Delphi's obligations under Section 19.15 above to sell and deliver the identified tooling, fixtures and equipment, as more fully set forth in Section 19.15.
- (v) Delphi's obligations under the Transition Plan;
- (vi) Delphi's obligations under Section 19.17 above to deliver or make available for pick up remaining raw materials and components, as set forth in Section 19.17 above.
- (vii) Delphi's obligation to deliver a Bill of Sale to Customer, as set forth in Section 19.21 below.

Payment by Customer to Delphi of the successful completion fee shall not be deemed an acknowledgment by Customer that Delphi has performed its obligations set forth above in this Section 19.18 or any other obligation or covenant of Delphi, and shall not be deemed a release or waiver of any rights, causes of action or remedies Customer may have for breach of this Amendment or the Manufacturing Agreement.

"19.19 Costs and Expenses. Each Party will bear its own costs and expenses of implementing this Agreement, and make all payments due to third parties engaged by a Party in connection therewith, except to the extent expressly set forth in this Agreement."

"19.20 Audits and Inspections. Upon reasonable advance notice to Delphi and an opportunity for Delphi to participate therein, Customer may take its own inventory count and inspect the inventory, and may also inspect Delphi's Houston, Texas manufacturing facility and associated facilities while Delphi remain the tenant or otherwise has the right to grant Customer access to the House Facility."

"19.21 Condition of Goods to be Sold to Customer, Bill of Sale. All goods to be sold by Delphi to AB pursuant to this Agreement will be sold under a Bill of Sale or Bill of Sales in form and substance reasonably satisfactory to AB, which shall include Delphi's representation and warranty that it is transferring good and marketable title to such goods free and clear of all liens, charges, mortgages, pledges and encumbrances and that Delphi has full power and authority to sell, assign and transfer the same as provided in the bill of sale. Inventory sold and transferred by Delphi to Customer shall be in new and good condition

and usable for its intended purposes, and tools and fixtures and other goods sold that is not inventory will be in substantially the same condition as received by Delphi, reasonable wear and tear excepted. Customer shall not be required to purchase any inventory or other goods that do not meet the conditions set forth in this Section 19.21 or applicable conditions set forth elsewhere in this Agreement.”

“19.22 Offset Rights. Customer may offset against and recoup from any amounts owed to Delphi under this Agreement as Amended any damages suffered by Customer arising out of any breach by Delphi of this Agreement that is not capable of being cured by Delphi, or, if a breach is capable of being cured, that is not cured by Delphi within thirty (30) days after delivery by Customer to Delphi of notice of the breach.”

“19.23 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.”

12. OTHER AGREEMENTS, RELEASE

12.1 No Assumption. Customer acknowledges and agrees that this Amendment is not intended, nor shall it be construed, as an assumption, adoption or rejection under Section 365 of the U.S. Bankruptcy Code of the Manufacturing Agreement or any purchase order or any other executory contract or other agreement between Delphi and Customer, nor a release or waiver by Customer of any of its rights, causes of action or remedies, except to the extent expressly set forth in Section 12.3 below.

12.2 Proof of Claim. Customer acknowledges that all the matters alleged in its Proof of Claim filed with the Bankruptcy Court on July 28, 2006 (Case Number 05-44511) have been finally settled and that it has withdrawn or will promptly withdraw such proof of claim.

12.3 Release. In consideration of the mutual undertakings, covenants and agreements set forth herein, Customer agrees that all claims, suits, liabilities, causes of action, demands, debts and controversies arising out of Delphi's failure to supply Products for the term contemplated by the Manufacturing Agreement as originally executed are hereby settled. Customer releases absolutely and forever discharges Delphi, its parent companies, subsidiaries and affiliates, and their respective representatives, agents, attorneys, past and present employees, officers, directors and shareholders, administrators, predecessors, successors, assigns and affiliated corporations from any and all claims, charges, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which they may now have, own or hold, or at any time heretofore ever had, owned or held, or hereafter can, shall or may have or allege based upon, related to or by reason of the early termination of the production of Products by Delphi, provided that, for the avoidance of doubt, the settlement and release set forth above in this Section 12.3 shall not apply to the modified obligations of Delphi set forth in this Amendment.

12.4 For the avoidance of doubt, purchase orders submitted by Customer to Delphi under this Agreement shall be binding even if the Bankruptcy Court does not approve this amendment.

12.5 Survival. Except as expressly set forth in this Amendment, the Manufacturing Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their representatives thereunto duly authorized as of the day and year first shown above.

APPLERA CORPORATION,
acting through its Applied Biosystems Group

DELPHI MEDICAL SYSTEMS
TEXAS CORPORATION

By

By

Title

Title

Date Signed: _____

Date Signed: _____

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 6004
AUTHORIZING DELPHI MEDICAL SYSTEMS TEXAS
CORPORATION TO ENTER INTO AMENDMENT TO
MANUFACTURING AGREEMENT
TERMINATING SUPPLY OPERATIONS TO ITS SOLE CUSTOMER

("DELPHI MEDICAL SYSTEMS TEXAS CORPORATION ORDER")

Upon the motion, dated November 9, 2006 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (each, a "Debtor"), for an order (the "Order") under 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004 authorizing, but not directing, Delphi Medical Systems Texas Corporation ("Delphi Medical Texas") to (a) enter into an Amendment to the Contract Manufacturing Agreement with Applera Corporation ("Applera"), pursuant to which Delphi Medical Texas will cease manufacturing products for Applera, its sole customer, and (b) close its facility located in Stafford, Texas (the "Houston Facility"); and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further

notice is necessary; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. Delphi Medical Texas is authorized, but not directed, to enter into an Amendment to the Contract Manufacturing Agreement with Applera, pursuant to which Delphi Medical Texas will cease manufacturing products for Applera, its sole customer, and close its Houston Facility.
3. Delphi Medical Texas is authorized, but not directed, to execute and deliver, and perform under, consummate, and implement all additional instruments and documents as may be reasonably necessary or desirable to implement the activities described in the Motion.
4. To the extent that Delphi or an affiliate Debtor incurs expenses in effecting the relief provided by this Order in respect of the liability of Delphi Medical Texas, Delphi or such affiliated Debtor shall have an allowed claim under section 503 of the Bankruptcy Code against Delphi Medical Texas for the amount of such payment.
5. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

6. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
November __, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT E

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX NO
Pannam Imaging	Barry Mccray	18531 South Miles Raod		Cleveland	OH	44128		216-475-6704	216-587-0358
Parker Hannifin Corp		26 Clinton Dr Unit 103		Hollis	NH	03049			9782564255
Parker Hannifin Corporation		19 Gloria Ln		Fairfield	NJ	07004		973-575-4844	9735754011
Parlex Corp	Terry Ward	One Parlex Pl		Methuen	MA	01884		978-946-2722	978-688-3468
Parsons & Maxson	Susan Vinkemulder	4177 Fashion Square Blvd	Ste 2	Saginaw	MI	48603		989-791-7011	989-791-7045
Parvus Corporation	Jackie Juston	3222 S Washington St		Salt Lake City	UT	84115		801-483-1533	
Pave Technology		2751 Thunderhawk Court		Dayton	OH	45414			9378905165
Pc Mall Business Solutions	Customer Service	2555 W 190th St		Torrance	CA	90504		800-555-6255	310-630-3282
Pc Mall Business Solutions In	Jim Moulton X5037	7271 N 51st Blvd		Milwaukee	WI	53223		800-555-6255	310-630-3282
Peninsula Valve & Fitting		1260 Pear Ave		Mountain View	CA	94043		650-965-4197	650-965-9725
Penn Engineering Motion Tech	Nancy Or Beverly	343 Goodhall Dr		Harleyville	PA	19438		215-256-6601	215-256-1338
Perkin Elmer Life & Analytical		710 Bridgeport Ave		Shelton	CT	06484		800-762-400	203-944-4904
Perkin Elmer Life And Analytic	Dan Walsh Terry Cla	710 Bridgeport Ave		Shelton	CT	06484		800-762-4000	203-944-4904
Perkin Elmer Optoelectronics		2175 Mission College Blvd		Santa Clara	CA	95054		408-855-1613	408-565-0703
Perkinelmer Life And Analytica	Laura Tremper	710 Bridgeport Ave		Shelton	CT	06484		800 762-4000	203-944-4904
Pfeiffer Vacuum Technologyinc		24 Trafalgar Square		Nashua	NH	03063			6035786550
Physical Optics Corporation	Lisa Nakagawa	20600 Gramercy Pl Ste 10		Torrance	CA	90501		310-320-3088	310-320-8067
Pinnacle Industries		407 Eagle St		Pasadena	TX	77506		713-472-2222	713-472-1359
Pioneer Standard Electronics		10 Mall Rd		Burlington	MA	01803		781/993-5111	781/993-5180
Pittman	Margie Dority Carol	343 Godshall Dr	PO Box 3	Harleysville	PA	19438		215-256-6601	215-256-1338
Pm Fab	Paul Qualls	8203 Camborne Ln		Houston	TX	77070		713-301-2247	
Pmi	Customer Service	32 Mechanic Ave		Woonsocket	RI	02895			4017657271
Polo Custom Products	Wayne H	3601 West 29th St		Topeka	KS	66614		785-273-3990	785-273-6503
Polymer Liquid Resin Casting	Anne Smith	180 Pleasant St		Rockland	MA	02370		781-871-4606	781-871-5460
Polymer Liquid Resin Casting	Anne Smith	180 Pleasant St		Rockland	MA	02370		781-871-4606	781-871-5460
Polymeric Technologies Llc	Joe Macomber	18019 North 25th Ave		Phoenix	AZ	85023-1200		602-644-5152	602-375-4110
Porter Instrument Company Inc	Charlene	245 Township Line Rd	PO Box 907	Hatfield	PA	19440		215/723-4000	215-723-2199
Power One	Nisa Andrus / X4113	740 Calle Plano		Camarillo	CA	93010		805-987-8741	805-388-0476
Power Plus Technical Distribut	Idell	21091 Longeway Rd Ste A		Sonora	CA	95370		800-963-0066	209-532-0747
Power Plus Technical Distribut	Idell	21091 Longeway Rd Ste A		Sonora	CA	95370		800-963-0066	209-532-0747
Powermatic Associates	Chavarri	1057 Serpentine Ln		Pleasanton	CA	94566		800-966-8513	925-461-7184
Precision Dynamics Inc	Shane Butler Ca	60 Production Court		New Britain	CT	06051		415-332-3885	415-332-3889
Precision Eforming Llc		839 Nys Route 13		Cortland	NY	13045		607-753-7730	607-753-7680
Precision Metals Mfg	Brian Cirbo	12555 W 52nd Ave		Arvada	CO	80002		303-853-8424	303-853-8427
Precision Plus Vacuum Partsin	Timothy J Mcdonough	2055 Niagara Falls Blvd		Niagara Falls	NY	14304		1-800-526-2707	1-800-447-6266
Premier Specialty Products	Ricky Cueva	24876 Apple St Ste A		Santa Clarita	CA	91321		888-369-2200	661-222-9353
Primus Metals Inc	Randy	938 Quail St	Unit E	Lakewood	CO	80215		303-235-8944	303-235-8947
Pro Stainless Inc	Joe Or Barry Grenier	333 E Brokaw Rd		San Jose	CA	95112-4208		408-437-0600	408-283-1790
Proex	Greg Norton	7842 South 1300 West		West Jordan	UT	84088		801-569-8500	801-569-1811
Protenic Inc	Bob Olson	1490 W 121 Ave Ste 101		Westminster	CO	80234		303-252-0212	303-252-0223
Protomold Plastics		14 Hillside Rd		Cromwell	CT	06416		860-635-4804	860-635-4817
Psc Electronics	Jena Craycroft	2307 Calle Del Mundo		Santa Clara	CA	95054		800-654-1518	408-737-0502
Psc Inc	Ellie Smuk/debbie Ba	675 Basket Raod		Webster	NY	14580		800-828-6489X362	716/265-6400
Pta Corp	Jessica Tovar	7350 Dry Creek Pkwy		Niwot	CO	80503		x2323	303 652-2700
Pura Flo	Customer Service	6717 Kline Semetary Rd		Spring	TX	77379		281-320-9547	
Pyramid Technologies	Gary Hansen X220	210 Goddard St		Irvine	CA	92618		949-864-1871	949-864-1868
Queen Screw & Manufacturing I	Cindy	60 Farwell St		Waltham	MA	02453		781-894-8110	781-894-0907
R S Hughes Company Inc	Kirk Hein	6001 Stonington St	Ste 140	Houston	TX	77040		713-691-5444	713-691-3336

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX NO
Raf Electronic Hardware	Chris	95 Silvermine Rd		Seymour	CT	06483		203-888-2133	203-888-9860
Rathbun Associates Inc	Marlene	1220 Pear Ave Ste C		Mountain View	CA	94043		650-969-1155	650-969-9154
Red Board Ltd	Colleen Silipigni	940 Waterman Ave		East Providence	RI	02914		401-435-7922	401-435-7923
Reet Corporation	Jay Smith / Tim Wint	16 Progress Circle		Newington	CT	06111-5543		860-667-1584	860-666-0828
Renbrandt Inc	Dick Brumber	659 Massachusetts Ave		Boston	MA	02118		800-370-3539	617-445-6032
Rexel Ryall Electrical	Mike Green	11 South Main St		Longmont	CO	80501		303-772-6571	303-772-1964
Reynard Corporation		1020 Calle Sombra		San Clemente	CA	92673-6227		7143668866	
Rh Electronics Inc	Ron Jones	4083 Oceanside Blvd		Oceanside	CA	92056		(760)724-2800	(760)724-3133
Rheodyne Llc	Marci Walters	600 Pk Court		Rohnert Pk	CA	94928		707-588-2000	707-588-2021
Rheodyne Llc	Dawn Conyers Ext 20	12906 Collections Ctr Dr		Chicago	IL	60693		707-588-2000	707-588-2070
Robertson Precision Inc		2971 Spring St		Redwood City	CA	94063-3935		650-363-2212	650-363-0178
Rocket Seal Company	Mike Shyne	1297 South Lipan St		Denver	CO	80223		(303) 777-7024	(303) 777-7115
Rockwell Laser Industries Inc	Linda	7754 Camargo Rd	PO Box 43010	Cincinnati	OH	45243		513-271-1568	513-271-1598
Rodak Plastics	Craig Newcomb	31721 Knapp St		Hayward	CA	94544		510-471-0898	510-471-4592
Rollin J Lobaugh Inc	Jack Corey/carole Hu	240 Ryan Way		South San Franc	CA	94080-6391		650-583-9682	650-583-0445
Romanow Container	Customer Service	346 University Ave		Westwood	MA	02090		781-320-9200	781-461-5900
Roper Scientific	Jerry Jaramillo	3440 E Britannia Dr Ste		Tucson	AZ	85706		520-889-9933	520-889-8701
Roper Scientific	Susan Carter	3660 Quakerbridge Rd		Trenton	NJ	08619		800-899-1144	609-587-8914
Ross Optical Industries	Alex Mora	1410 Gail Borden Pl A3		El Paso	TX	79935		800-880-5417	915-595-5466
Royal Wholesale Electric	Dan / Art	14492 Doolittle Dr		San Leandro	CA	94577		(510)895-9810	(510)483-6705
Runton Engineering Inc	Claire	27 Maple Ave		Holbrook	MA	02343		781-767-0062	781-767-0064
Ruska Instrument Corporation	Philippa Reed	10311 Westpark Dr		Houston	TX	77263-0009		713-975-0547	713-975-6338
Sae Circuits Colorado	Diana Ext110	4820 North 63rd St	100	Boulder	CO	80301		303-530-1900	303-530-0210
Sager Electrical Supply Co	Liz Account 11733	226 Airport Pkwy 595		San Jose	CA	95110		800-724-3780	310-632-4301
Sager Electronics		60 Research Rd		Hingham	MA	02043		800-724-3780	617-749-3842
Sager Precision Technologies I	Bob Folinus	123 Moore Rd		Weymouth	MA	02189		781-335-5300	781-340-0517
Sala Burgess Electronics Inc	Robert	1335 Barclay Blvd		Buffalo Grove	IL	60089		847-215-9600	847-215-9606
Saint Gobain		7301 Orangewood Ave		Garden Grove	CA	92841-1411			7147611270
Samtec	Customer Service	Section 989		Louisville	KY	40289		812-944-6733	812-948-5047
Sca Thermosafe	Dan Urban	3440 Enterprise Ave		Hayward	CA	94545		800-260-5111 610	510-785-2113
Scandic	Customer Service	700 Montague Ave		San Leandro	CA	94577-4326		510-352-3700	510-732-8914
Schneeberger Inc		11 Diangelo Dr		Bedford	MA	01730		781-271-0140	781-275-4749
Scientific Instrument Services	Joanne	1027 Old York Rd		Ringoes	NJ	08551		908 788 5550	908 806 6631
Scientific Molding Corporation	Tracey Hayes X114	330 Smc Dr		Somerset	WI	54025		715-247-3500	715-247-3611
Scientific Systems Inc		349 North Science Pk Rd		State College	PA	16803		800-441-4752	814-238-7532
Scivex	Donna	53 Portside Dr		Pocasset	MA	02559		508-563-5531	508-563-6908
Scriptlogix Corporation	Doug Orman	6000 Broken Sound Pkwy Nw		Boca Raton	FL	33487		561-886-3409	561-886-3509
Seadog Line	Mark Clark	3402 Smith St		Everett	WA	98201		(425)259-0194	(425)339-1345
Sealed Air Corporation	Customer Service	4400 Diplomacy Rd		Fort Worth	TX	76155		817-540-2020	817-540-1532
Senso Metrics Inc		4584 Runway St		Simi Valley	CA	93063		805-527-3640	805-584-2960
Sensorex	Karen Newton	11751 Markon Dr		Garden Grove	CA	92841		(714) 895-4344	(714) 894-4839
Shepherd Controls & Associates		203 S Jupiter Rd		Allen	TX	75002		972-727-7300	9727277363
Shimadzu	Dario Fiore	7102 Riverwood Dr		Columbia	MD	21046		800-388-6996	410-381-1222
Shop Tools Inc	Customer Service	892 Commercial St		Palo Alto	CA	94303-4995		650-494-8331	650-494-8751
Sieger Engineering Inc	Paul Clark	148 Beacon St		Ssan Francisco	CA	94080		650-583-5345 X362	650-583-5311
Sigmatron International Inc	Curt Harville	31033 Huntwood Ave		Hayward	CA	94544		510-477-5069	510-477-5100
Simco Electronics	Customer Service	1178 Bordeaux Dr		Sunnyvale	CA	94089		408-548-4500	408-734-9780
Small Parts Inc	Customer Service	13980 Nw 58th Court		Miami Lakes	FL	33014		800-220-4242	800-423-9009

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX NO
Smart Modular Technologies	Vivian Crowell X215	30 International PI Ste 203		Tewksbury	MA	01876		800-942-0018-...	978-805-2333
Smurfit Stone	Jamie	45 Industrial Dr		East Longmeadow	MA	01028		413-525-0537	413-525-2668
Software Spectrum	Howard Magad	2140 Merritt Drattntrace		Garland	TX	75041		800-624-0503	972-864-5120
Source Electronics Corporation	Joe Croarkin	47470 Seabridge Dr		Fremont	CA	94538		x2416	510-360-0110
Southwest Calibration Svcs	Ron Bickers	13114 Mula Court		Stafford	TX	77477		281-879-1713	281-879-9031
Spacesonic Inc	Ralph Debono	266 Industrial Rd		San Carlos	CA	94070		650-610-0999	650-610-0395
Spec Check	Art Hinschel	301 Sunrise Rd		Brea	CA	92821-4522		714-529-3167	(714) 529-3167
Specialty Manufacturing Inc	Haydn Forward	6790 Nancy Ridge Dr		San Diego	CA	92121		800-491-1652	858-450-0400
Spectra Physics	Denise Ledbetter	1350 Wmiddlefield Rd		Mountain View	CA	94043		650-966-5593	650-964-3584
Spellman High Voltage Electron	Maureen Dannhauser	475 Wireless Blvd		Hauppauge	NY	11788		631-435-1600	631-435-1620
Stainless Micro Polish Inc	Bob Maculsay	1286 N Grove St		Anaheim	CA	92806		714-632-8903	714-632-8590
Stanley Supply And Services	Josh Nerat	7815 South 46th St		Phoenix	AZ	85044		877-405-5839	877-372-4827
Star Precision Fabricating Lim	Pr Umatiya	5410 Brystone		Houston	TX	77041		713-983-8883	713-983-8288
Star Precision Inc	Cheryl Cardoso	7300 Miller Dr		Longmont	CO	80504		303-926-0559	251-217-5824
Stellar Technology Inc	Paul Wolff	237 Commerce Dr		Amherst	NY	14228		800-274-1846	716-250-1909
Steven Engineering Inc	Dorothy Barnett Cus	230 Ryan Way		South San Franc	CA	94080		650-588-9200	888-258-9200
Stock Drive Products		2101 Jericho Turnpike		New Hyde Pk	NY	11042-5416		516-328-3300	516-326-8827
Stock Drive Products	Barbara	2101 Jericho Turnpike		New Hyde Pk	NY	11042		516-328-3300	516-326-8827
Stock Electronics		6110 Blvd Of Champions		North Lauderdale	FL	33068			9549789884
Superior Spring	Bob DeLong	1260 So Tait Ave		Anaheim	CA	92806		714.490.0881	
Symmetry Electronics	Rene Transtrom	20250 144th Ave Ne	Ste 100	Woodinville	WA	98072		425-487-6809	425-486-2410
Target Electronic Supply		356 University Ave	PO Box 690	Westwood	MA	02090-0006			7813295727
Tdk Corporation America	Leslie Ratyniak	1220 Business Ctr Dr		Mt Prospect	IL	60056		847-803-6100	847-390-4325
Tecan Systems		2450 Zanker Rd		San Jose	CA	95131		800-231-0711	408-953-3101
Tecan Us	Sharon Bushneff	2450 Zanker Rd		San Jose	CA	95131		408-953-3139	408-953-3103
Tech Etch	Marche Ross X3038	45 Aldrin Rd		Plymouth	MA	02360-4886		508-747-0300	508-746-9639
Tech Etch Inc	Melissa Or Kevin Fro	3350 Scott Blvd Bldg 51		Santa Clara	CA	95054		408-988-8111	408-492-0197
Tech Fasteners	Henry Stamm	29440 Union City Blvd		Union City	CA	94587		510-489-0100	510-489-2433
Tech Incorporated		8 Continental Blvd	PO Box 476	Merrimack	NH	03054		603-424-4404	603-424-5820
Tech Print Inc	Paul Durant Jr	137 Marston St		Lawrence	MA	01841		800-225-2538	978-689-1888
Tech Quip Inc	Jayme Smith	11711 Playa Court		Houston	TX	77034		281-484-4830	281-484-5456
Telpar Inc	Shelby Aragon	1550 Lakeway Dr	550	Lewisville	TX	75057		1-800-995-2099	505-898-0713
Tempresco Inc	Judy Duemling	6928 Sierra Court	PO Box 2342	Dublin	CA	94568		800-991-2726	800-757-2726
Tessier Machine Company	Neil Dentremont	526 Main St		Hudson	MA	01749		978-562-2019	978-562-7109
Testco Inc	Kerry Costa	1083 South Winchester Blvd		San Jose	CA	95128		408-253-1900	408-253-3444
Testout Corporation	Jamie Duncan X221	50 South Main St		Pleasant Grove	UT	84062		800-877-4889-221	801-785-0575
Texas Barcode Systems	Gerald Virtanen	6504 International Pkwy Ste		Plano	TX	75093		281-398-1877	972-267-7901
The Laser Networkinc	George Samartis	5601 Bintliff DrSte 500		Houston	TX	77036		800-990-5554	713-334-6348
The Lee Company	Isabel	7755 Ctr Ave Ste 1020		Huntington Beac	CA	92647		714-899-2177	714-899-2176
The Microgroup Inc	Kevin Piette	7 Industrial Pk Rd		Medway	MA	02053-1750		800-255-8823	508-533-5691
The Olander Co Inc	Steve Zwinger	144 Commercial St		Sunnyvale	CA	94086		800-538-1500	408-735-6515
Therm X Of California	Odi Fontanilla	31363 Medallion Dr		Hayward	CA	94544		510-441-7566	510-441-2414
Thermo Electron North America	Debra Owen	1400 Northpoint Pkwy	Ste 50	West Palm Beach	FL	33407		800-532-4752 x726	561-688-8731
Thk America Inc	Mars Haga / Bob Stan	4603 E Las Positas Court		Livermore	CA	94550		925-455-8948	925-455-8965
Toyotalift Of Houston	Customer Service	9159 Wallisville Rd		Houston	TX	77029			7136757939
Trigas Inc	Customer Service	2200 Houston Ave		Houston	TX	77007		832-309-2343	713-869-0994
Tristar Electronics	Mandy Kelley	3610 Willowbend Blvd Ste 10		Houston	TX	77054		713-667-7200	713-667-7900
Tti Houston		10625 Richmond Ave Ste 100		Houston	TX	77042			7133391145

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX NO
Tyco Electronics	Jackie Batton	550 Linden Ave		Carpinteria	CA	93013		805-220-2023	805-220-2075
Uline		2200 South Lakeside Dr		Waukegan	IL	60085		800-295-5510	800-295-5571
Uline	Edie	950 Albrecht Dr		Lake Bluff	IL	60044		800-295-5571	
Ultra Building Services	Leticia Cruz	10501 Corporate Dr		Stafford	TX	77477		281-325-0666	281-325-0674
Ultravolt Inc		158 2 Remington Blvd		Ronkonkoma	NY	11779			5164714696
Unique Technologies	Patty Obrien Meek	1333 W 120th Ave 308		Westminster	CO	80234		303-255-2180	303-255-2226
Unique Wire Weaving Co		762 Ramsey Ave		Hillside	NJ	07205			9086884601
United Plastics Group Fremont	Kim Clarke	38154 Eagle Way		Chicago	IL	60678		510-657-5800	510-657-6019
United Plastics Group Inc	Kim Clark Ext 257	45581 Northport Loop West		Fremont	CA	94538		(510)657-5800	(510)657-8021
United Plastics Group Inc	Sue Milo	45581 Northport Loop West		Fremont	CA	94538		815-423-5428	815-423-5490
Upchurch Scientific	Karla Sharkey	619 Oak St		Oak Harbor	WA	98277		800-426-0191	800-359-3460
Valco Instruments Co Inc	Joyce Le Blanc	7806 Bobbitt Ln		Houston	TX	77055		800-367-8424	713-688-3948
Valin Corporation	Al Stahler/ron Stroh	555 E California Ave		Sunnyvale	CA	94086		408-730-9850	408-730-1363
Valmark Industries Inc	Wayne Thomas	7900 National Dr		Livermore	CA	94550		925-960-9900	925-960-0900
Value Plastics		3350 Eastbrook Dr		Fort Collins	CO	80525		970-223-8306	970-223-0953
Varian / Ansys Diagnostics		25200 Commercentre Dr		Lake Forest	CA	92630		800-854-0277	949/770-0863
Varian Analytical Instruments	Fatime	2700 Mitchell Dr		Walnut Creek	CA	94598-1602		925-945-2381	925-945-2360
Varian Associates Inc	Eburns / Nancy Kuo	121 Hartwell Ave		Lexington	MA	02421		781-861-7200	659
Venkel Corp	Mark	4807 Spicewood Springs Rd	Bldg 3	Austin	TX	78759		(800) 950-8365	(512) 794-0087
Vertec Tool Inc	Rob Hampson	1123 Elkton Dr		Colorado Springs	CO	80907		719-598-6300	719-598-6002
Victory Packaging	Rex Westerfield	9010 W Little York		Houston	TX	77040		281-814-1310	281-238-9397
Vita Needle Company	Blake Harrison	919 T Great Plain Ave		Needham	MA	02492		781-444-1780	781-444-3956
Vulcan Lead Inc	Steve Gamel X217	1400 W Pierce St		Milwaukee	WI	53204		800-932-5323	414-645-2638
W M Berg Inc	Winfred Berg	499 Ocean Ave		East Rockaway	NY	11518		516-599-5010	516-599-3274
Walker Components Group	Kathy Garner	1795 E 66th Ave		Denver	CO	80229		303-383-7854	303-296-4734
Waters Corporation	Janet Phelps X8717/a	34 Maple St		Milford	MA	01757		800-252-4752	508-482-8449
Watlow	Sales	12001 Lackland Rd		Saint Louis	MO	63146		800-492-8569	800-451-6901
Weighing Technologiesinc	Customer Service	2105 Seabrook Circle		Seabrook	TX	77586-1627		281-474-5277	281-474-5270
Weingarten Realty	Customer Service	2600 Citadell Plaza Dr	Ste 500	Houston	TX	77008		713-817-3809	
Weiser Engineering	Peter Weiser	10901 Irma Dr		Northglenn	CO	80233		303-280-2778	303-280-2668
Wesco Distribution	Jon Hanger	6883 E 47th Ave Dr		Denver	CO	80216		ext108	303-322-0455
Western Technology Marketing	Mark Einarson	315 Digital Dr		Morgan Hill	CA	95037		303-470-6955	303-470-6956
Wilmad Glass	Sales	Us Route 40 & Oak Rd		Buena	NJ	08310		800-297-8165	800-220-1081
Wilson Company Inc	Jeff Wallace	11875 W Little York Rd Suit		Houston	TX	77041		877 580 6815	832 467 0011
Xp Foresight Electronics	Denise James	990 Benecia Ave		Sunnyvale	CA	94085-2804		800-648-2559	972-578-1622
Xp Power Inc Us	Pamela Secrest	990 Benecia Ave		Sunnyvale	CA	94085-2804		408 732 7777	408-732-2002
Xpedx	Joe Farned	31129 Wiegman Rd		Hayward	CA	94544		408-316-9991	408-351-4484
Xpedx	Tracy Kirby	3900 Lima St		Denver	CO	80239		303-375-2419	303-375-2449
Xymox Display Products Divisio		1277 Reamwood Ave		Sunnyvale	CA	94089-2234		408-745-0750	408-745-1820
Z World Inc	Carol / Chris	2900 Spafford St		Davis	CA	95616		ext.50	(530) 753-5141
Zba Inc	Thomas Bisconti	249 Homestead Rd Unit 12		Hillsborough	NJ	08844		908-359-2070	908-359-1272